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AGREEMENT

between the

SYRACUSE CITY SCHOOL DISTRICT

and the

**SYRACUSE TEACHERS ASSOCIATION,
INCORPORATED**

representing

Unit 1, Teachers and Ancillary Services

Effective July 1, 2008

to

June 30, 2012

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PREAMBLE

In order to effectuate the provisions of the Public Employees Fair Employment Act (otherwise known as the Taylor Law), to encourage and increase effective and harmonious working relationships between the Syracuse Board of Education (hereinafter referred to as the “Board”) and its professional employees represented by the Syracuse Teachers Association, Incorporated (hereinafter referred to as the “Association”) and to enable the professional employees to more fully participate in and contribute to the development of policies for the School District so that the cause of public education may best be served in Syracuse;

THIS AGREEMENT IS MADE AND ENTERED INTO on this 1st day of July, 2008 by and between the Board and the Association and is effective from July 1, 2008 through June 30, 2012.

ARTICLE 1 **DEFINITIONS**

As used in this Agreement, the following terms shall have the respective meanings set forth below.

- A. **“Association”** – Syracuse Teachers Association, Incorporated.
- B. **“Association Labor Management Team”** – a committee of not more than three (3) Association members in each school selected in a manner to be determined by the Association to represent the Association in that school.
- C. **“Board of Education”** or **“Board”** – Board of Education of the Syracuse City School District.
- D. **“Budget Year/School Year”** – July 1 through June 30 of each year.
- E. **“District”** – Syracuse City School District.
- F. **“Holiday”** – a day specifically identified in the official school calendar on which schools are closed and staff members are not required to be present for duty, but for which they receive a normal and full day’s pay.
- G. **“In-service training”** – a planned program which may include, but is not necessarily limited to, training in teaching skills and techniques, curriculum orientation, human relations, etc., conducted by personnel of the District or its consultants, for which no academic credit is awarded by a college or other institution of higher learning.
- H. **“Part-time Adult Program Employee”** – (Vocational Instructors, Counselors, Job Developers, Remedial Instructors, Case Managers, Nurse Assistant Instructors, and Adult Education Teachers) an employee who works less than thirty-five (35) hours. Salary will be prorated by dividing the number of hours worked by thirty-five (35) hours.

I. **“Part-time Teacher”** – a teacher who is assigned and paid for a teaching load which constitutes less than the normal teaching duty equivalent(s).

Teaching Duty Equivalent for purposes of prorating salary shall be defined as follows:

- 1.0 = 5 teaching periods or 2.5 blocks average* per day, homeroom and duty assignment
- 0.9 = 4 teaching periods or 2 blocks average per day, homeroom and duty assignment
- 0.8 = 4 teaching periods or 2 blocks average per day
- 0.7 = 3 teaching periods or 1.5 blocks average per day, duty assignment
- 0.6 = 3 teaching periods or 1.5 blocks average per day, homeroom
- 0.5 = 3 teaching periods or 1.5 blocks average per day
- 0.4 = 2 teaching periods or 1 block average per day, homeroom or duty assignment
- 0.3 = 2 teaching periods or 1 block average per day

NOTES:

1. *Average means for a full-time teacher any combination that equals 2.5 average blocks. Examples: 3 blocks per day first semester and 2 blocks per day second semester; 2 blocks Day 1 and 3 blocks Day 2. Part-time averages will be prorated respectively.
2. Duty Assignment = 1 full period.
3. Homeroom = as determined by school.

J. **“Preparation Period”** – an assigned period for planning and preparation of materials related to the area of instruction and other professional purposes. Other professional purposes shall not be interpreted as meaning scheduling of other activities on a prolonged or regular basis.

K. **“Regular Substitute”** – a teacher who is employed for assignment to a regular teaching position in place of a regular teacher who is away from his/her position on a leave of absence, and specifically named as such by resolution of the Board. Provisions of this Agreement applicable to regular substitutes are defined in Article 9D (Employment).

L. **“Representative Assembly”** – the meeting of the elected representatives of the Syracuse Teachers Association, Inc., normally held the second Wednesday of each school month.

M. **“School Calendar”** – The District and Association will jointly develop yearly school calendars that will conform to the current number of student and staff days. Staff days shall be at least, but no more than, one hundred eighty-four (184) days. Such calendar(s) will follow the established procedures for Board and Association approval.

N. **“School Week”** – Monday through Friday including evening activities and events except as otherwise excluded by this Agreement.

O. **“Seniority”** – length of continuous service within the Syracuse City School District. Length of continuous service is from the most recent date of hire in Unit 1 in the teacher’s current tenure/certification area.

P. **“Summer School Calendar”** – a school calendar covering the period of the summer session.

Q. **“Superintendent”** – Superintendent of Schools of the Syracuse City School District.

R. **“Teacher”** – an employee unless the context suggests or implies otherwise, in the negotiating unit, as defined in Article 2 (Recognition).

S. **“Teachers’ School Day”**:

1. “Elementary School” shall mean Grades K-6. “Secondary School” shall mean Grades 7-12, including those schools operating as middle schools.
2. Beginning July 1, 2009 the normal workday for elementary and secondary schools shall not exceed six (6) hours and thirty (30) minutes. The normal workday for adult programs (Vocational Instructors, Counselors, Job Developers, Remedial Instructors, Case Managers, Nurse Assistant Instructors, and Adult Education Teachers) shall not exceed seven (7) hours. Each such normal school day, however, shall be exclusive of a thirty (30) minute duty free lunch period.
3. The beginning of the normal workday may vary from school to school depending upon transportation requirements such as bus schedules and/or other factors. Should unusual circumstances require a major deviation from the normal schedule, the parties will reduce their understanding to writing by means of a Letter of Understanding to be executed by both parties.
4. The schedule may also be varied by an individual school teaching staff in joint agreement with the principal and with the approval of the Superintendent. When a significant change in schedule is so adopted in any building, the principal shall promptly notify the Association.
5. The parties mutually agree that teachers’ professional duties and responsibilities extend beyond any specific school day. In specifying the normal workday, it is not intended to diminish the nature or extent of such professional responsibilities including, but not limited to, curriculum development, attendance at faculty meetings, lesson planning, and assisting students in need of help.
6. An employee shall not be required to attend a school function if such attendance would be in violation of the employee’s religious beliefs and convictions. Employees shall not be required to attend functions on non-school calendar days as defined in subsection N hereof, except for obligations arising out of responsibilities for which extra pay is authorized.

T. **“Unit”** – the negotiating unit, as defined in Article 2 (Recognition).

ARTICLE 2

RECOGNITION

A. Nature and Terms

1. The Board of Education of the Syracuse City School District, having determined the Association is supported by a majority of the employees in Unit No. 1 (Teachers and Ancillary Services) and was certified as said employees' negotiating agent on June 15, 1970, and having determined that the majority of former Unit 4 employees (Adult Vocational Programs Association) also desire the Associations continued representation, and further, the Association having requested the combination of said Units, hereby agrees to combine Unit 1 and Unit 4 and recognizes the Association as the exclusive representative of all employees in the Unit, and extends to the Association the following rights:

- a. to exclusively represent the members in the Unit in negotiations regarding wages, hours, and terms and conditions of employment;
- b. to represent members in the settlement of grievances;
- c. to membership dues deduction;
- d. to unchallenged representation status for the duration of this Agreement with the exception that the statutory period of challenge shall be observed.

2. During the period of recognition hereunder, the Board agrees not to negotiate in any way with any other organization representing or attempting or seeking to represent, or claiming to represent, employees in the negotiating Unit represented by the Association.

3. In the event that any competing employee organization claims the right to represent the employees in said Unit, the selection of employee representative shall be determined in accordance with the New York State Public Employees Fair Employment Act ("Taylor Law").

B. No Strike Clause

The Association agrees and affirms that it does not have, and will not assert, the right to strike against the District, to assist or participate in any such strike, or to impose an obligation to conduct, assist, or participate in such a strike.

ARTICLE 3

SALARY SCHEDULES

A. Salary Schedule

1. With the adoption of Appendix A, all previous employees' schedules are hereby rescinded and replaced by the provisions of Appendix A.

2. The salaries of all employees shall be determined in accordance with Appendix A, as approved by the Board. There shall be no restriction on salary increases granted to employees as they may qualify pursuant to Appendix A.

3. The effective date of any and all salaries and/or increases appended to this Agreement shall be as stated thereon.

B. Experience Credit

1. All newly employed or re-employed members shall be granted proper salary credit according to their experience and education. Equivalent full-time credit, up to the maximum provided, will be given for prior teaching experience provided, however, that any teacher who has a break in continuous teaching service in excess of five (5) years shall be subject to having that service reviewed by the Director of Personnel. In the event full transfer credit is not awarded at the time of employment or reemployment, it shall subsequently be granted if and when tenure is achieved. In such cases, full transfer credit shall commence at the time tenure is awarded, and shall not be retroactive. Experience is interpreted to mean actual teaching and/or related experience. The Director of Personnel is authorized to grant experience credit for work experience other than teaching which, in his/her judgment, may be applied for salary purposes. Upon initial employment, a teacher shall be given salary credit(s) as deemed appropriate by the Director of Personnel, one (1) experience credit unit for each year of credited service. The salary of the teacher shall be set at the highest level for which the teacher is qualified.

2. Salary credit shall be awarded in accordance with present recruiting policy for related service. In the case of vocational and technical teachers, credit shall be given for work experience acquired prior to initial employment in the District. Maximum credit for previous United States military service shall be four (4) calendar years, and not to exceed two (2) calendar years for Peace Corps, V.I.S.T.A., and National Teacher Corps.

C. Data Profile

Each year the District shall provide each Unit member with an employee data profile two weeks prior to the November deadline for requests for salary adjustment.

D. Anniversary Date

Teachers who are on an unpaid leave of absence in excess of sixty (60) working days during any school year shall have their anniversary dates recalculated to reflect actual years of credited service.

E. Term of Service

Annual terms of service of certificated employees in the Unit are organized on a ten (10) month basis. Any teacher appointed on a regular ten (10) month basis, whose service is extended by the Board to include service during the summer months or other summer part-time daily

service, shall receive a prorated portion of the ten (10) month salary for the additional period of service.

F. Day Rate

A deduction of 1/200 of the annual salary will be made for each duty day a teacher is absent which is not covered by any leave or other excused absence, or otherwise covered by the terms of this Agreement.

G. Substitute Rate

Regular substitute teachers will be paid at the same rate and on the same basis for education and/or training, and for teaching and/or related work experience, as regularly appointed teachers. Such pay shall commence following fifteen (15) days of consecutive service in the same position and be retroactive to the first day of assignment. Appointment of regular substitute teachers shall be in accordance with the New York State Education Law.

H. Part-time Employees

Part-time employees shall receive prorated salary increases in accordance with applicable step movement on the basis of the accumulation of a full ten (10) months of service.

I. Salary Adjustment

With the exceptions noted in Article IV (Salary Administration) teachers' salary adjustments shall be increased effective at the beginning of the next payroll period following submission and approval of evidence of approved additional education. Salary adjustment increases shall be only as provided in Appendix A hereinafter contained.

J. Technical, Vocational and Occupational Teachers

Technical, vocational and occupational education teachers shall be placed on salary as follows:

1. Technical, vocational and occupational provisional certificate: Base Salary.
2. Technical, vocational and occupational permanent certificate: Base Salary plus salary credit equivalent to thirty (30) hours.
3. Technical, vocational and/or occupational education teachers who have attained the technical, vocational and occupational permanent certificate shall be entitled to salary credit for undergraduate or graduate level course work provided that:
 - a. Such work is required in attaining a degree; or
 - b. Is directly connected with the specific assignment.
4. Technical, vocational and occupational education teachers who do not hold a degree shall be appointed at the base salary and shall not be granted credit for course work until

the provisional certificate is issued and a degree obtained. All work taken beyond the provisional certificate requirements shall be credited in six (6) hour blocks as provided in Appendix A.

K. Summer Extension

1. All full-time School Counselors, Special Education Liaisons and School Psychologists will be employed on a ten (10) month basis with an additional extension of twenty (20) days to be worked beyond the negotiated Unit 1 calendar. Part-time psychologists may work, at the request of the District, the additional extension of twenty (20) days. The twenty (20) day extension is to be used for professional activities in order to provide continuity of such service to students. It is further understood that duties which by their nature must take place beyond the normal work day, but are part of the normal duties of School Counselors, Special Education Liaisons or School Psychologists, will not warrant compensatory time. All School Counselors and School Psychologists working ten (10) months, plus a twenty (20) day extension, will be entitled to the following:

- a. Salary credit for graduate hours earned, as set forth in Article 4.B, prior to July 1st of any school year shall be applied as of that date;
- b. One (1) additional sick day;
- c. The right to use any accumulated paid leaves during the eleventh (11th) month of service.

2. Additionally, Vocational Instructors, Counselors, Job Developers, Remedial Instructors, Case Managers, Nurse Assistant Instructors, and Adult Education Teachers may be required to work a twenty (20) day or thirty (30) day extension depending on the program requirements. If the District requires them to work for an extension, they will also be compensated for such services by prorated salary and entitled to the above with the exception of salary credit and sick days or additional adjustment for the above item.

L. Salary Schedule Options

The following applies to salary schedule options:

1. All employees shall have the option of being paid on one of the schedules listed below:

- a. Annual salary distributed over ten (10) month period, payable in twenty (20) semi-monthly paychecks;
- b. Twenty-four (24) equal paychecks paid semi-monthly with the 20th through the 24th paychecks to be paid on the last work day of June.

2. A teacher must advise the District in writing on or before July 1 of the school year regarding the option desired. Such option shall continue from year to year until such time as the teacher notifies the District in writing of the wish to terminate. After such request, termination shall be effective only after the end of the school year in which notice is given.

3. In accordance with the provisions of § 3015 of the Education Law, nothing contained in this section shall be construed to authorize payment in advance of rendering service to the District.

ARTICLE 4

SALARY ADMINISTRATION

A. Credit for Experience and Preparation

1. All training for salary credit purposes shall be supported by official transcripts from accredited colleges and universities. With the exception noted in subsection A2 below, graduate hours subsequent to the bachelor's degree shall be required for salary purposes. Graduate credits and stipends for advanced degrees must have a reasonable relationship to the teacher's responsibilities in the District, or to potential responsibilities and positions in education. In evaluating such applications, the following rules shall apply: such credits or stipends shall be reviewed by the Director of Personnel or his/her designee, and in instances when the application is denied, the teacher shall have the right to appeal to a salary review committee consisting of four members, two of which are appointed by the Superintendent and two by the Association. The decision shall be by majority vote and shall be binding on all parties. A grievance with respect to the denial of an application for salary credit shall be initiated at Stage 2 of the grievance procedure but limited to whether or not the decision to deny (or, as the case may be, the inability to approve because of a tie vote) was arbitrary and capricious and without evidentiary support.

2. The Director of Personnel is given discretionary authority to recommend salary credit for certain undergraduate work which, in his/her judgment, is necessary for improved competence on the job. Teachers who have a bachelor's degree are not usually given salary credit for undergraduate work. However, requests for salary credit for undergraduate work or in-service work may be approved if the courses are part of a systematic program toward an objective which is in the best interests of the District.

3. In the case of a teacher who does not hold a bachelor's degree, it is necessary for the teacher to file an official copy of the degree or certification program and any amendments thereto, to make certain that salary adjustments granted for undergraduate work are approved only for work leading to the degree or to certification.

4. Teachers must secure approval in advance when they plan to take undergraduate work for salary credit, and also for courses where there is doubt about the relevancy of the course to the job that the teacher is doing. Any exemption to such advance approval must be for reasons which are acceptable to the Director of Personnel or his/her designee.

5. Any work beyond the bachelor's degree plus thirty (30) hours must be graduate level work taken for credit and so certified by an accredited institution. This will allow credit for upper division undergraduate courses which may be taken for graduate credit in the awarding institution.

6. Teachers without a bachelor's degree may take undergraduate work for salary credit.

7. In evaluating salary credit applications for non-traditional courses the following rules shall apply:

- a. The Director of Personnel shall review all applications and approve those from accredited institutions of learning;
- b. Accredited institutions of learning shall mean those institutions which promulgate appropriate course work for employees and are recognized colleges and universities;
- c. Teachers taking non-traditional courses from an institution must have prior permission from the Director of Personnel before credit will be granted for such courses. Non-traditional courses are interpreted to mean those in which the participant does not have an on-campus involvement;
- d. Teachers must secure such prior approval fifteen (15) school days in advance of taking any non-traditional courses so that there is no doubt as to the relevancy of the course to the job that the teacher is doing.

B. Application for Salary Adjustment

In all salary adjustments, the responsibility for making the written request, and obtaining substantiating proof, rests with the individual making the request. In applying for a salary adjustment, the teacher shall:

1. Obtain a Request For Salary Adjustment form.
2. Obtain substantiating proof from the college, university or national organization (i.e., transcript and/or other appropriate documents).

NOTE: In order to be OFFICIAL, any item submitted to substantiate the request must bear the signature of the authorized representative and seal of the issuing institution.

3. National Certifications for the following positions shall be paid as follows:

Job Title:	Certifying Organization:	Certificate Title:	Yearly Stipend:
Teachers, Library Media Specialists, Guidance Counselors	National Board for Professional Teaching Standards (NBPTS)	National Board Certification (specific areas of specialty)	\$1,000
Occupational Therapist	National Board for Certification in Occupational Therapy (NBCOT)	Occupational Therapist Registered	\$750.00
Physical Therapist	National Board Certification American Physical Therapy Association (APTA)	Clinical Specialist Certification (specific areas of specialty)	\$750.00
Psychologists	National Association of School Psychologists (NASP)	National School Psychologist Certificate System	\$750.00

Social Worker	National Association of Social Workers (NASW)	Academy of Certified Social Workers	\$750.00
Speech Language Pathologist	Association of Speech and Hearing (ASHA)	Certificate of Clinical Competence	\$750.00

Members holding these credentials must apply for salary adjustments and provide the appropriate documentation as indicated above.

4. The Request for Salary Adjustment form should be properly completed. When the transcript, and/or other substantiating proof supporting the request has been received by the teacher it should be sent, together with the completed Request For Salary Adjustment form, to the Personnel Division, ATTENTION SALARY ADJUSTMENTS, at the Central Offices of the District. In the event such substantiating proof and/or transcript have not been received by the teacher it shall be the responsibility of the teacher to see it is provided to the District in a timely fashion. Request for salary adjustment, and substantiating proof, including a transcript if required, must be received by the Personnel Division on or before November 15th in order to entitle the teacher to receive retroactive payment to September 1st of that school year for work completed during the prior summer semester. Similar documentation must be received on or before September 1st in order for the teacher to receive payment by September 1st for work completed during the prior spring semester. Similar documentation must be received on or before June 15th in order for the teacher to receive retroactive payment to February 1st of that school year for work completed during the prior fall semester.

5. The Personnel Division shall acknowledge receipt of the Request for Salary Adjustment within fifteen (15) business days by returning to the teacher the lower portion of the adjustment request form. If such acknowledgment is not received within fifteen (15) working days, it shall be the responsibility of the requesting teacher to inform the Personnel Division of that fact, in writing, on or before the September 1st, November 15th, or June 15th dates, as the case may be.

6. When a salary adjustment has been approved, a copy of the Personnel Memorandum shall be transmitted to the teacher. When a request for salary adjustment has been denied, the teacher shall be notified, in writing, with the reasons.

7. The individual's salary credit shall be effective the beginning of the next payroll period following the submission and approval of evidence of additional education or in-service credit. Individual salary credits submitted after June 15th and approved shall be credited on July 1st.

C. Regulations for Salary Adjustment

1. All training for salary credit purposes shall be supported as described in subsection A of this Article.

2. An official transcript documenting awarding of the undergraduate (bachelor's) degree, and date awarded, must be on file before any salary adjustment is implemented. Such adjustments for additional professional preparation shall not be retroactive for more than one

college semester. Work completed during the summer college semester must be verified by official transcripts prior to November 15th of each current school year in order to be retroactive to September 1st of that school year. Work completed during the fall college semester must be so verified by June 15th in order to be retroactive to February 1st of that school year.

3. Work completed during the spring semester must be verified prior to September 1st in order to be effective September 1st.

4. Requests for any salary adjustments must be accompanied by substantiating proof and, if approved, shall become effective as provided in this Article after receipt of proper materials. Implementation shall be at the beginning of the payroll period following the next regular Board meeting.

D. In-service Salary Credit

1. Teachers may apply to the Director of Personnel or his/her designee, for the granting of salary credit for in-service opportunities offered by agencies or organizations not connected with either the District or institutions of higher learning. Said in-service opportunities must meet the criteria established by the Personnel Division. Application for such salary credit shall be made not later than thirty (30) days prior to the commencement of the course in question and no such credit shall be granted retroactively.

2. If in-service courses are offered during the normal workday there shall be no salary adjustments for such courses.

E. Direct Deposit

Employees may, pursuant to District policy, have their net pay amounts directly deposited into a bank account of their choice at any local banking institution on the District's current payroll savings deduction listing or the School Employees of Central New York Federal Credit Union.

ARTICLE 5
LUNCH AND PLAYGROUND PROGRAM

A. Involvement

It is the objective and intent of the District to administer and implement the lunch and playground program with a minimum involvement of professional assistance. The Association recognizes problems may occasionally arise in the implementation of the lunch and playground programs, and agrees to encourage teacher assistance on a voluntary basis. The parties do not intend, however, that requests for professional assistance shall be made on a regular or continuing basis, but only because of unusual circumstances that may arise from time to time.

B. Lunch or Recreation Aides

The District agrees to continue to be responsible for the recruiting and training of lunch or recreation aides. The Association shall have the continuing right to monitor the implementation of this program.

C. Compensation

In emergency situations, when it is necessary for a teacher to perform lunch or playground duty or when any teacher voluntarily performs such duty, said teacher shall be paid on a compensatory time basis or at an hourly rate of twice the rate paid a lunch or recreation aide, whichever is elected by the teacher.

D. Lunch Period

Every teacher shall have at least a thirty (30) minute duty-free lunch period as provided by the New York State Education Law.

ARTICLE 6
RIGHTS AND RESPONSIBILITIES

A. Instructional Techniques

A teacher shall base differential educational experience on the differing needs and abilities of students by utilizing styles and procedures of instruction which he/she believes to be most effective in his/her classroom, providing such methods of instruction conform to and implement the instructional objectives of the District. Any dispute which may arise regarding the styles and methods of instruction employed by an individual teacher shall be subject to administrative review by the administrative officers of the District up to and including the Superintendent, whose decision shall be final and binding and not subject to the Grievance and Arbitration Procedures set forth in this Agreement.

B. Classroom Learning Conditions

1. The Board and the Association agree it is in the best interests of the District, employees, and students to insure the proper academic atmosphere and positive classroom learning conditions by maintaining classroom control through means which are reasonable in form and moderate in degree, and toward this end the Board shall support the employee in conformity with State law.

2. Upon receiving same, an administrator will release legally allowable general information in a timely manner to individual employees relating to specific emotional, behavior and safety concerns for students in the employee's charge.

3. In order to create and sustain such classroom learning conditions and control, employees shall refer students with behavioral problems to the appropriate support staff through the building principal or his/her designee.

4. When a student is seriously disrupting or impairing the effective instruction of other students in the class, the employee may cause the student to be immediately removed from the classroom, office, hallway, cafeteria, playground, bathroom, student arrival and dismissal points, or other school locations, and in such case the student shall be required to report to the principal/administrator, or his/her designee. Such temporary removal shall not exceed the balance of the school day during which the incident occurred. The principal/administrator and the employee shall have a joint responsibility to communicate with regard to the action taken by the principal/administrator on the referral. Such communication shall occur as soon as reasonably possible after the referral is made by the teacher. It is expected that if a student is referred repeatedly to the principal/administrator, the teacher and the principal/administrator will meet to discuss strategies, and resources, to prevent further disruption. In the event a principal/administrator believes a teacher has exercised the right of removal to excess, and/or without justification, the principal shall review the situation with the teacher with regard to what action, if any, is to be taken concerning the student(s) in question. There shall not, however, be an absolute denial of the teacher's right to remove a disruptive student from the classroom.

5. Removal for a longer period of time or permanent removal may be requested by the teacher. When such a request is made, the student may not be returned to the classroom until there has been a prompt determination of proper placement of the student by the principal after consultation with and among the teacher, support staff, and parents.

6. The District and the Association recognize the educational benefit of an academic environment which provides stability, safety and security for students and employees, both individually and collectively, and in each school building as well as throughout the entire District and its various locations and facilities. In an effort to insure that such an academic environment is achieved, free to the fullest possible extent of disruptive activities, the District and Association agree to the following procedures with regard to student discipline and its implementation:

- a. A copy of the policy of the Board of Education of the Syracuse City School District entitled *Regulations For Student Behavior* (hereinafter referred to as "Code of Conduct"), including disciplinary actions and suspension procedures, shall be posted in each school building and distributed to staff, students and parents of students on the opening day of school or as soon thereafter as practicable or, for those students who matriculate to the District during the school year, upon such students' initial registration in the District;
- b. Should a teacher believe that a particular disciplinary situation, as it has been processed and resolved within the framework of the building procedures, is detrimental to the academic environment of the District (as set forth in subsection 5 above), he or she shall have the right to petition the Labor Management Team of the school in question with the teacher or administrator involved, to be part of the meeting procedure as provided in

Article 22B (Association and Board Rights) and the Association/District Operational Guidelines for Labor Management Teams. Notice of such referral to the Labor Management Team shall be provided to the administrator at least one (1) week in advance of the Labor Management Team meeting at which the matter is to be discussed. If the issue is not resolved at the Labor Management Team level, the Labor Management Team shall make a recommendation to the Superintendent, or designee, who shall render a final and binding decision within ten (10) school days.

- c. Nothing contained herein (or in Article 22D) shall be construed as limiting discussion of the matter informally by the teacher and the appropriate member of the Building Administration prior to being referred to the Labor Management Team. The parties agree that such meetings should be helpful in having the matter informally resolved prior to implementing the procedure. Any disposition resulting from such meeting shall not create a precedent binding upon either the Association or the Board in other similar matters, unless the Association and the District determine otherwise.

7. Individual experienced teachers who are temporarily experiencing serious difficulties in classroom management due to class composition or external events impacting upon student discipline and learning, may seek and shall receive assistance from the local school and District resources, including mentors, peer coaches, etc., within a month of his/her request. Use of the procedure shall not replace obligations as they exist between the teacher and the principal as outlined in the Model for Practitioner Evaluation.

C. Transporting Students

At no time shall teachers of the Unit be required to transport students in their own private vehicles. The District shall issue an Administrative Bulletin at the beginning of each school year which shall enumerate the specific procedures that must be followed prior to any employee being granted administrative permission to voluntarily transport a student in his/her private vehicle. Included in that bulletin shall be reference to potential financial risks to the teacher, in the event that an accident occurs during such use.

D. Discipline/Discharge of Tenured Teacher

No tenured teacher shall be disciplined or discharged except for just cause and in accordance with procedures set forth in § 3020-a of the New York State Education Law.

E. Termination of Probationary Teachers

1. A probationary teacher must have completed one (1) full year of service in the District and be serving in his/her second year before he/she may avail himself/herself of the provisions of this section of Article 6 (Rights and Responsibilities).

2. In accordance with New York State Education Law § 3031, if a probationary teacher is to be terminated or denied tenure, he/she shall be notified in writing of this fact by the Superintendent or his/her designee not later than thirty (30) days prior to the date of the meeting at which the recommendation will be considered by the Board. If a serious disciplinary matter is involved, the teacher may be suspended immediately, pending the outcome of investigation and any hearing which may be held pursuant to this Article.

3. The teacher shall be entitled to a hearing on the reasons for his/her dismissal if he/she notifies the Superintendent or his/her designee to this effect, in writing, no later than five (5) school days following receipt of the termination notice or a diligent effort by the District to so notify. Failure to file for a hearing within the five (5) days shall be considered as a waiver of the application of this Article except for the application of § 3031 of the Education Law.

4. Upon receipt of the teacher's written request for a hearing, he/she shall be informed of the reason(s) for termination by the Superintendent or designee. The hearing will be scheduled within ten (10) school days of the teacher's request, and completed within thirty (30) calendar days thereafter, by a Hearing Panel consisting of three (3) members and comprised of the Superintendent or designee, one teacher named by the Association, and a third person who shall be selected by the Superintendent and the President of the Association. Any extension beyond the thirty (30) day limitations shall be by mutual agreement of the Superintendent and the President of the Association.

5. The hearing shall be conducted in accordance with the rules established by the American Arbitration Association, Public Employee Relations Board and others agreed to by the Association and District. The proceedings of the hearing and the recommendation of the panel shall become a permanent part of the personnel record of the teacher. The hearings shall be closed but the teacher shall have the right to call witnesses on his/her own behalf and to cross-examine witnesses against him/her.

6. The panel shall make its decision within five (5) school days of the conclusion of the hearing. The decision shall be advisory only to the Superintendent and shall not be subject to grievance or arbitration under this Agreement or subject to appeal in any other manner.

7. In no instance shall the rules of the panel or any postponement or delay pursuant to those rules be permitted to delay the decision of the panel in such a manner that the District is estopped from further action pursuant to § 2573, § 3019a, § 3031, or any applicable sections of the Education Law.

8. The Superintendent shall, in his/her sole and exclusive discretion, determine whether he/she is going to recommend that the teacher be retained, or terminated, and such decision shall not be subject to the grievance and arbitration procedure of this Agreement. If the decision is adverse to the teacher, the Superintendent shall notify the teacher of the intention to recommend termination, and the provisions of § 3031 of the Education Law shall become operative at that point in time.

9. The provisions of this Article in all respects shall not be subject to arbitration, nor shall any provision of this Article be interpreted in any way as altering or diminishing the rights and powers of the Superintendent and the Board under § 3031 of the Education Law or any other applicable statute or regulation.

10. The provisions of this Article may be invoked only in cases of termination for cause, and may not be used in cases of reduction in the work force or layoff or other circumstances in which the performance and/or behavior of the teacher is not the matter at issue.

11. It is the intention of the parties to provide for representation of any teacher individually or by his/her Association representative except where otherwise provided by law and therefore, no party in interest may be represented under this Article by an officer, agent, or member of another employee organization.

F. Reimbursement for Loss of Personal Property

1. The District will reimburse teachers for items of clothing or other personal property which are damaged or destroyed when, in the course of employment, the teacher becomes involved or engaged in situations which are unusual and/or do not regularly occur, such as altercations between students and/or teachers, non-aggravated assault, fire, riot, etc. Such reimbursement shall not be made in cases where the teacher has been careless or negligent and/or has not exercised prudent judgment by wearing or otherwise displaying or possessing items which are not normally worn, used, or displayed during such course of employment, or the teacher is able to be otherwise reimbursed as a result of his/her existing insurance coverage. In no instance, however, shall such reimbursement exceed Five Hundred Dollars (\$500) with regard to any claim which is processed under this section.

2. The District shall not be liable for the reimbursement required in this section F if the teacher refuses or fails to file the necessary reports and/or institute the necessary proceedings to facilitate police and District investigations and/or prosecutions for such incidents.

G. Resignation of Department Chairperson or Team Leader

During the term of this Agreement, it is understood and agreed that a teacher may decline the position of Department Chairperson or Team Leader, or resign there from after accepting, without adverse reflection upon the teacher.

H. District Responsibility/Hold Harmless

The District agrees to hold teachers harmless from any financial loss, including attorneys' fees, arising out of any claim, demand, suit or criminal prosecution, as a result of disciplinary action taken against any student in the District, or judgment by reason of any act by such teacher within or without the school buildings, provided such teacher, at the time of the act or omission complained of, was acting in the discharge of his/her duties within the scope of his/her employment, or under the direction of the District; it is further provided, however, that the District shall be under no obligation to satisfy any financial or other penalty imposed upon a

teacher as the result of conviction of a criminal offense. It is further understood and agreed the liability of the District, as set forth in this section, shall include, but not exceed, the statutory liability set forth in § 3023, and § 3028 of the Education Law.

1. Notice of Claim

The District shall not be subject to the duty imposed in Section H of this Article unless the teacher involved shall, within ten days of the time he/she is served with any summons, complaint, process, notice, demand, or other pleading, deliver the original, or a copy of the same, to the Superintendent.

2. The District shall not be subject to the duty imposed by Section H of this Article unless the teacher involved shall, within ten (10) days of an occurrence which reasonably could be expected to result in a claim or complaint, notify the Superintendent, in writing, of the facts of said occurrence so that a timely investigation may be conducted by the District. Nothing contained herein shall be construed as a bar to a teacher exercising his/her rights under § 3023 of the Education Law or any other statute or regulation as may apply, nor shall it be construed as a bar to the Board and the Association agreeing to waive the provisions of this section.

3. Reports

- a. Each teacher will immediately report verbally to the principal all instances of threat or assault suffered within the scope of employment. The verbal notification shall be promptly followed by a written report. The teacher shall be apprised of his/her rights through a written statement developed jointly by the Board and the Association, and are free of coercion in the exercise thereof;
- b. The written report, with a copy to the Association, shall be forwarded by the principal to the Superintendent. The District will comply with any reasonable request of the teacher for information in its possession relating to the incident or the persons involved. To the extent that the matter is completely within the jurisdiction and control of the District, names of employees involved shall not be publicized or released by the Board during investigation of such incidents. Teachers assaulted by students may be relieved of teaching assignments, if necessary. School personnel involved shall be notified of the disposition of the case. The District will make every effort to see that any proceedings initiated against teachers are processed in such a way as not to reflect embarrassment or discredit on either the teacher or the District.

ARTICLE 7
CURRICULUM AND PROFESSIONAL DEVELOPMENT

Teachers are, and shall continue to be, a major source of development and innovation in improving educational programs of the District. Changes in programs and the adoption of new educational plans shall be based upon valid educational research, when available. Teachers shall

participate in the overall coordination of studies, projects, and other activities directed toward the development, improvement and implementation of such programs, toward the continuous evaluation of all programs, and toward research in pertinent educational and related areas. The Association recognizes the existence of the other institutional and community resources capable of making great contributions toward these ends, and that utilization of such resources should be coordinated with the efforts of the school administration and the professional staff.

As the District strives for excellence in its schools, the District and the Association agree to work cooperatively to align the school district curricula and classroom activities with the New York State Learning Standards. To achieve this worthy goal, it will be necessary to encourage the professional growth of all staff and to foster collaborative working relationships established on research-based effective practices.

The District and the Association also agree that the curriculum development process is integral to quality instruction and to the improvement of student learning. The District and the Association further acknowledge and agree that creating a clear direction and consistency for curriculum and staff development, and delivery is a policy responsibility and right of the Board of Education.

With the above in mind, the District and the Association pledge their commitment to establishing opportunities for working together with teachers, administrators, parents and the community to support the curriculum and staff development policy established by the Board of Education.

Components of this collaboration are:

A. Coordinating Committee on Professional Development (CCPD)

1. This team shall be made up of eight (8) members appointed by the STA President or designee and eight (8) members appointed by the Superintendent or designee. One co-chair will be appointed by the STA President or designee and one co-chair will be appointed by the Superintendent or designee.

2. The major functions of the team are to: recommend Superintendent's days as District or site-based initiatives to allow for long range planning; monitor the District's implementation of the PDP; and ensure the necessary professional development is in place to support the implementation of new or existing textbooks, programs and curriculum.

3. In order to provide well-informed guidance the committee will review: the ELA action plan (Curriculum Audit), the District CDEP, Textbook Committee and Program Adoption sub-committee recommendations, Curriculum and Evaluation Committee recommendations, Special Programs grants/initiatives, and data that includes but is not limited to student test scores, adequate yearly progress, attendance, graduation rate, individual growth plan (IPGP) summaries, School Improvement Plan (SIP) addendums, and other information from School Leadership Teams (SLT). See Article 22 (Association and Board Rights).

4. The committee will meet for a total of approximately forty (40) hours per year within a twelve (12) month period. Unit 1 appointees will receive the extension of service rate for their service (See Appendix C).

B. Professional Development Planning Team (PDPT)

1. The major function of the team is to fulfill its state-mandated role to create and revise the District's Professional Development Plan (PDP) in alignment with District goals and seek input from the CPSDT, the Needs Assessment Team (NAT), and the Teacher Center Policy Board and the Teacher Center staff.

2. The team is co-chaired by STA and District appointees. PDPT is composed of a minimum of ten (10) Unit 1 members, higher education members, community members, and district administrators in numbers that assure that Unit 1 members hold a majority of seats.

3. Unit 1 members will receive the professional committee contractual hourly rate for up to twenty (20) hours per year for their service on this team.

C. Needs Assessment Team (NAT)

1. There shall be a Needs Assessment Team consisting of four (4) members appointed by the Association and four (4) District members appointed by the Superintendent who shall also be members of the Teacher Center Policy Board. This team will serve as a sub-committee of the CCPD and is responsible to summarize data and make related recommendations to the CCPD.

2. The NAT shall gather and examine data from Individual Professional Growth Plan summaries, School Improvement Plan addendums, and other data to determine staff and District needs that will influence the full range of in-servicing in the Syracuse City School District including: District in-service, site-based in-service, classroom visitation by colleagues, prescriptive focused in-service, targeted in-service, online professional development, productive in-school activities and individual faculty in-servicing, exploring and proposing new flexible ways of accumulating hours for in-service credit, and any other matters relating to professional development.

D. New Initiatives

1. The Association and the District agree that the introduction of instructional initiatives and programs that will increase student achievement and support adult professional development are critical to achieving our mutual goals. These new initiatives and programs may be introduced at the district-wide or school-wide or multiple school level.

2. It is also agreed that the identification and evaluation process for all new initiatives and programs should adhere to a set of principles. These will include:

- a. All instructional initiatives and programs will be aligned with district goals, New York State standards, curriculum, School Improvement Plans, Individual Professional Growth Plan professional development needs, and other pertinent criteria and standards;
- b. All instructional initiatives and programs will be designed to begin and sustain the initiative or program with necessary resources.
- c. All instructional initiatives will include planning for capacity building through professional development;
- d. All instructional initiatives and programs will include an evaluation of the impact on student achievement;
- e. All instructional initiative and program requirements will be clearly communicated throughout the identification and adoption process to staff charged with implementation.

3. The communication plan shall include conferring with the Association to ensure that requirements of new initiatives and programs are consistent with the collective bargaining agreement.

4. Whenever possible, the Coordinating Committee on Professional Development (CCPD) will recommend which programs will be in-service credit bearing or paid at the hourly rate. Matters for CCPD to consider are the funding source and the short and long term benefit of the program. When the funding is derived from grants, the needed professional development may be paid at the contractual hourly rate. Participants will be aware of the method of payment prior to taking the course or workshop.

E. Curriculum Writing and Implementation and Textbook Recommendation

1. The District and the Association agree that curriculum committees shall be established as needed for curriculum writing and professional development to aid members and administrators in the effective and coordinated implementation of newly developed curricula.

2. Committees shall be established in accordance with the following:

- a. These committees shall be comprised of teachers from Pre-K through 12th grade level, and appropriate administrators such as, but not necessarily limited to, the field coordinators and Director of Curriculum and Staff Development;
- b. Qualifications and duties for teacher representatives on these committees shall be established by the Board of Education upon recommendation of the Superintendent. Opportunities for teacher representatives to serve on the committees will be posted by the District. The District and the Association shall interview interested teacher candidates and shall forward to the Superintendent the names of those individuals recommended for appointment. The Board of Education shall have final approval of

appointments to the committees, upon recommendation of the Superintendent;

- c. Teachers who serve on the curriculum writing committees, or who are in-service instructors for curriculum implementation, will be compensated for authorized work performed outside the scope of the normal work day in accordance with the hourly rates specified in Appendix C of this Agreement;
- d. Work hours for curriculum writing shall not exceed seventy-two (72) hours per committee member unless approved in advance by the Superintendent of Schools or his/her designee. It is the expectation that most curricula can be completed in varying times under seventy-two (72) hours per committee member;
- e. Textbook recommendation committees shall be established by the District as needed to select textbooks to support the New York State Standards. The textbook committees shall be comprised of appropriate teachers and administrators. Qualifications and duties for teacher representatives on textbook recommendation teams shall be established by the Board of Education upon recommendation of the Superintendent. Opportunities for teacher representatives to serve on the textbook recommendation committees will be posted by the District. The District and the Association shall jointly review the applications of interested teacher candidates, and interview (unless jointly accepted prior to the interview), and shall forward to the Superintendent the names of those individuals recommended for appointment. The Board of Education shall have final approval of appointments to committees, upon recommendation of the Superintendent. Textbook recommendation committees will be compensated for authorized work performed outside the scope of the normal workday in accordance with hourly rates specified in Appendix C of this agreement.

F. Half Days for Professional Development

Subject to the regulations of the Commissioner of Education, and with the approval of the Superintendent, students may be dismissed one-half (1/2) day per month for faculty curriculum study and development and/or other kinds of continuing education. The School Leadership Team in each building will be encouraged to innovate and experiment with the form such in-service shall take, and all programs conducted pursuant to this section shall be developed through faculty involvement in planning and evaluation.

G. Attendance at Conferences and Meetings

All members of the Unit shall attend all conferences and meetings for which they are released, and shall present themselves, as assigned, when schools are closed for staff participation in professional functions. Absence from conferences and meetings shall be governed by the same rules which apply to other absence from duty. Nothing contained in this

paragraph shall be construed as requiring the attendance of any teacher at a meeting which is voluntary and not required under law, regulation, or local policy.

H. Experimental and Demonstration Program (Mini-Grant Proposals)

Prior to September 15th, the Superintendent will issue an Administrative Bulletin detailing procedures and guidelines under which proposals may be submitted for the expenditure of monies to be used for experimental and demonstration programs. The total amount available for this program shall not exceed Thirty Thousand Dollars (\$30,000). Proposals shall be granted at the discretion of the Superintendent whose determination as to the approval and amount of any such proposal shall be final and not subject to the Grievance and Arbitration Procedure of this Agreement. This section shall not in any way be construed as a continuing obligation or commitment by the District to continue to appropriate monies for this purpose in future budgets beyond the duration of this agreement and/or a guarantee to exhaust the sum indicated above.

I. Teacher Center Policy Board

Subject to funding, the District shall provide for professional assistance, growth, and enrichment for members of the Unit through a Teacher Center governed by a Policy Board, a majority of whose members shall be teachers appointed by the Association.

ARTICLE 8
INDUCTION PROGRAMS

The District and the Association recognize the importance and the benefit of a comprehensive induction for unit members as they begin their careers in the SCSD. It is in the intention of the parties to offer support, guidance and collegial opportunities for all new unit members. This will include opportunities to participate in the Peer Assistance and Review (PAR) program, mentoring and mandatory in-service education programs.

A. Peer Assistance and Review

1. The District and the Association agree to continue the Peer Assistance and Review (PAR) program. The elements agreed to include:

- a. A panel, consisting of five (5) Association members recommended by the Association President to the Superintendent and four (4) administrators. The panel will be co-facilitated by the Association President and the Superintendent or his or her designee, who must be at the Deputy Superintendent level. The chair's position will be rotated between the Association and the District annually;
- b. PAR consultant teachers, who will be interviewed and recommended to the Superintendent by the PAR panel. Consultants will serve in the position for three (3) years and have the right of return to their last school of record. Consultants may not be offered a TSA or administrative

position in the district for at least one (1) year following their term in this position;

- c. Consultant teachers, who will provide guidance, support and evaluation to teachers (interns) for the first year of their employment in the district. The consultants will work with administration to provide comprehensive support for their interns including regular meetings with the interns and communication with administrators;
- d. Consultants will present their evaluations and recommendations for second year employment to the panel. The panel co-facilitators will present the recommendations to the Superintendent for action.

2. The District and the Association agreed to expand the PAR program to include all newly hired teachers to the district as funding becomes available.

B. Mentor Teacher Intern Program (MTIP)

The Mentor program will be implemented as funds are available, expanding to second year teachers as permitted by the terms of the mentor grant and other negotiated agreements. The Mentor program will be developed and operated cooperatively by the Mentor Teacher Intern Panel (MTIP).

C. In-service Program for New Unit Members

The Association and the District shall jointly develop an in-service program for newly hired unit members. These members will be required to participate in the in-service program during each of the first three years of their employment:

1. Year One

30 hours during the summer and 15 hours during the school year, totaling 45 hours.

- a. Of the 30 hour summer orientation program, 12 – 15 hours of Foundation I shall be offered;
- b. 15 hours of Foundation I will be offered during the school year;
- c. Members hired after orientation will be required to attend district orientations and in-service sessions during the year and/or participate in the 1st year orientation during the following summer;
- d. Upon completion of the components of Year One (45 hours), members will receive a Certificate of Completion and credit toward column movement.

2. Year Two

15 hour in-service course from the jointly developed course list.

3. Year Three

15 hour in-service course from the jointly developed course list.

ARTICLE 9
EMPLOYMENT

A. Certification

1. Every effort will be made to offer employment to only fully certified and best qualified candidates for each position. All teacher employment shall be governed by the New York State Education Law and the Regulations of the New York State Commissioner of Education.

2. All members of the unit shall maintain a satisfactory record and proper certification, in accordance with the Education Laws of the State of New York and the Regulations of the Commissioner of Education.

B. Reappointment

Any teacher hired by the District who has previously been appointed to tenure in a public school system in New York State shall serve a probationary period of two (2) years. All appointments of new hires shall be on probationary status unless no bona fide vacancy exists within the applicable tenure area.

C. Location

Whenever possible, applicants shall be hired for a specific position in a specific school which will be clearly indicated at the time of employment. The Personnel Memorandum (of appointment) shall stipulate, however, any assignment identified in the Memorandum is tentative only and subject to change, and that the appointee is employed by the District at large and not for a specific assignment.

D. Employment Commitments

All Applicants shall be required to execute the following statement as part of their application:

“I hereby declare all previous obligations with employing school districts have been met and I am not seeking this position with the intent of resigning from a previous commitment in which I have not served.”

E. Regular and Long-Term Substitutes

The following articles and sections of this Agreement apply to regular and long-term substitutes. All portions of this Agreement not specifically listed below, shall not apply to regular and long-term substitutes:

Preamble	
Article 1	<u>DEFINITIONS</u>
Article 2	<u>RECOGNITION</u>
Article 3	<u>SALARY SCHEDULES</u> (with exception of ¶ F)
Article 4	<u>SALARY ADMINISTRATION</u>
Article 5	<u>LUNCH AND PLAYGROUND PROGRAM</u>
Article 6	<u>RIGHTS AND RESPONSIBILITIES</u> (with exception of ¶ E and all subsections thereof)
Article 7	<u>CURRICULUM AND PROFESSIONAL DEVELOPMENT</u>
Article 8	<u>INDUCTION PROGRAMS</u>
Article 9	<u>EMPLOYMENT</u>
Article 10	<u>ASSIGNMENTS AND TRANSFERS</u> , ¶¶ B, I and J
Article 11	<u>VACANCIES</u>
Article 12	<u>TEACHING LOAD</u>
Article 13	<u>STUDENTS WITH DISABILITIES</u> (with exception of ¶ E)
Article 14	<u>EVALUATION</u>
Article 15	<u>TEMPORARY LEAVES OF ABSENCE</u> (with exception of 3rd sentence of ¶ E and with exception of ¶¶ F & L)
Article 16	<u>EXTENDED LEAVES OF ABSENCE</u>
Article 17	<u>FREEDOM FROM NON-INSTRUCTIONAL RESPONSIBILITIES</u>
Article 18	<u>FRINGE BENEFITS</u>
Article 19	<u>INSTRUCTIONAL SUPPLIES, MATERIALS AND EQUIPMENT</u>
Article 20	<u>BUILDING FACILITIES</u> (with exception of ¶¶ A.1 and B.1)
Article 21	<u>SUMMER SCHOOL AND ADULT EVENING SCHOOL</u>
Article 22	<u>ASSOCIATION AND BOARD RIGHTS</u>
Article 23	<u>TEACHER-ADMINISTRATOR LIAISON</u> (with exception of ¶ 1)
Article 24	<u>USE OF SCHOOL FACILITIES</u>
Article 25	<u>DUES DEDUCTION</u>
Article 26	<u>GRIEVANCE PROCEDURE</u>
Article 27	<u>MISCELLANEOUS</u>
Article 28	<u>DURATION</u>
Appendix A	<u>SALARY</u>
Appendix B	<u>EXTRACURRICULAR ACTIVITIES</u>
Appendix C	<u>SUMMER SCHOOL AND HOURLY RATES</u>
Appendix D	<u>COACHING</u>
Appendix D1	<u>HIGH SCHOOL INTERSCHOLASTIC COACHING SALARY</u>
Appendix D2	<u>MIDDLE SCHOOL ATHLETICS</u>
Appendix E	<u>URBAN TEACHER CALENDAR</u>

ARTICLE 10
ASSIGNMENTS AND TRANSFERS

A. Non-discrimination Policy

Teacher assignments will be made without discrimination against any individual because of age, gender, race, color, religion, marital status, sexual preference, national origin, or disability.

B. Transfers

In making transfers or teacher assignments, the convenience and wishes of the individual teacher will be honored to the extent they do not conflict with the best interests of the District and the students.

C. Notification of Assignment

Teachers, other than newly appointed teachers, will be notified of the schools to which they will be assigned, the grades and/or subjects they will teach, and any special or unusual classes they will have for the coming school year, as soon as practicable, and under normal circumstances, not later than July 1st.

D. Assignment

In order to assure students are taught by teachers working within their area of competence, teachers will not be assigned outside of the area of their teaching certification, except as permitted by New York State Education Law and Regulations of the Commissioner of Education.

E. Multiple School Assignments

Employees with multiple-school assignments are subject to the following:

1. An employee assigned to more than one (1) school in any one (1) school day will receive, upon written request to the Accounts Payable Department, the currently allowable Internal Revenue Service mileage rate for all interschool travel required in connection with the multiple school assignment. Such reimbursement shall be calculated on the basis of the most direct available route and shall be limited to the mileage which the assignment requires in the normal daily performance of his/her duties. A request and schedule shall be submitted not later than the first day of the fourth week of school, and must be approved by the Director of Staff Relations before payment can be authorized. School social workers, attendance teachers, and other special teachers not on a single-school assignment, who have submitted a request and secured approval IN ADVANCE for in-district travel mileage allowance, shall be eligible to receive reimbursement. An employee eligible under this paragraph shall file a claim for mileage in accordance with existing District policy. Claims for reimbursement must be

submitted at least on a quarterly basis. All payments for reimbursable in-district travel MUST be claimed during the calendar year in which the travel was performed.

2. Employees with multiple-school assignments shall be assigned a home school at which they will be responsible to attend faculty meetings, orientation programs, and similar professional obligations. It shall be the responsibility of each teacher with a multiple-school assignment to report to faculty meetings and other required programs at the school of record, unless specifically excused by the administrator of that school in order to attend such meetings elsewhere.

3. Employees with multiple-school assignments within a school day shall be permitted sufficient travel time between schools to permit the lunch period provided for in Article 5D (Lunch and Playground Program) of this Agreement.

F. Administrative Transfers

1. When administrative transfers are necessary, a teacher's area of competence, certification, major and/or minor field of study, quality of teaching performance, and length of service in the District will be considered in determining which teacher is to be transferred. Considered with equal weight will be such items as the need for equitable distribution of experienced and inexperienced staff in all schools, and other matters related to the best interests of the District and students.

2. Administrative transfers shall be made observing the following regulations:

- a. During the school year and at other times when feasible, an administrative transfer will be made only after consultation with the teacher involved and his/her principal or supervisor. A teacher shall always be notified of the reasons for any transfer. In the event a teacher objects to a transfer, and so requests, the Association will be notified. The Superintendent, or his/her designee, will meet with the Association's representative and the teacher to discuss the transfer, but if a mutually satisfactory solution is not reached, the decision of the Superintendent shall be final;
- b. All employees being administratively transferred shall be advised of open positions in other schools. Employees may request the positions to which they desire to be transferred, and for which they are qualified and certified, in order of preference. Such preference shall be one of the factors considered in making the transfer.

G. District-Wide Transfer List

1. Employees who wish to transfer to another school may inquire at any time to ascertain the possibility of such vacancy in the following year and file a written statement of such interest with the Director of Personnel.

2. The request for voluntary transfer would include grade and/or subject preference, and be made (on the form which is available in the principal's office) as early as possible in order to receive consideration when the building's organization is being planned.

3. On or about April 1st, the District will publish a list of Employees who request voluntary transfers. The deadline for applications for voluntary transfers to be included on the April 1st list will be the preceding March 1st. The District will also publish by June 15th an addendum to the April 1st transfer list to include the names of those additional Employees who request voluntary transfers between April 1st and June 1st. Each updated list will supplant previous lists and all requests for voluntary transfers will remain active for one (1) year from the publication date of the list on which the teacher's name first appears.

4. All applicants for voluntary transfer will be kept apprised of the status of their application. (See subsection H2 of this Article, concerning procedures regarding annual review of request.)

H. District Transfer Procedure

1. Unit members who wish to transfer to another building or to another position within a building should follow these procedures:

a. Assignment changes within building:

In January, building principals will distribute requests of alternate assignment forms. Unit 1 members desiring reassignment within their building shall fill out such forms with reasons for request. During the school year, if the building principal anticipates an opening, such openings will be posted in the teachers' room of that building. Unit 1 members interested in the opening(s) will discuss the opening(s) with the principal. During the summer (for other openings which occur), building principals will contact members who have submitted an alternate assignment form specifying that type of opening.

b. District-wide reassignment/transfers:

In order to match the instructional needs of students with the interests and skills of Unit 1 members, the District will:

- i. Notify members on the transfer list of the vacancies and guarantee three (3) interviews whenever possible;
- ii. Post vacancies in the Central Office and in school buildings, and provide those postings to the Association. Unit 1 members will have 10 school days to respond to the postings. (Vacancies occurring between August 5th and September 15th, and vacancies occurring in areas of designated shortages as per New York State definition may have a shorter response period and applicants for

such vacancies may not be guaranteed an interview.) Postings will be updated weekly or more often as needed;

- iii. Continue to post and update the website. Postings will be updated weekly or more often as needed. Postings will be sent electronically to the Association and posted at Central Office;
- iv. When the parties agree that this website or other acceptable electronic means are operating to their mutual satisfaction, those electronic means shall replace the transfer list and manual posting procedures outlined above.

2. Written notice of transfer will be given to employees as soon as practicable, and under normal circumstances, not later than June 1st.

3. Transfer procedures shall include the following:

- a. As resignations and retirements are received, transfer requests will be considered before other employees are employed to fill existing vacancies. It is recognized it will not be possible to honor all transfer requests, but if a request is approved by the principal(s) involved, such transfer will be made at the first opportunity consistent with the best interests of all concerned;
- b. Each transfer request shall be valid for only one (1) year. In the spring and early summer, as the building organizations are being prepared for the following school year, consideration will be given to each request. In the event it is not possible to grant the transfer, the teacher shall be notified in writing by the Personnel Division;
- c. Employees are subject to assignment each year by the Superintendent. Recommendation for such assignment may be made by the principal following a conference with the teacher. When assignment is made by the Superintendent following the close of the school year, the teacher and principal shall be given written notice as soon thereafter as practicable;
- d. After consultation with the teacher involved, principals may implement transfers within their building when consistent with District policy and the terms and conditions of this Agreement;
- e. All requests for transfer to another building shall be forwarded by the teacher to the Personnel Division with a simultaneous copy to the teacher's current building principal;
- f. Except under unusual circumstances, teacher-initiated transfers will be accomplished at the beginning of the school year;
- g. When a request for transfer has been granted, that transfer shall not be revoked except with the consent of all parties concerned in the transfer, or unless the revocation is necessary as the result of circumstances causing reorganization;
- h. It is understood that employees will retain rights to their current positions until they have accepted the offer of a voluntary transfer to another

position, but any such right shall cease to exist once the offer has been accepted.

I. Seniority/Reduction in Force

1. Reductions in force, recall from Preferred Eligibility Lists, and consideration of transfers shall be made pursuant to the applicable provisions of the New York State Education Law. Decisions of the Commissioner of Education and court decisions relating to the foregoing, and seniority shall not delimit, diminish or otherwise impede or restrict the District when making reductions in force, recalls or transfers within the operative framework provided by said statute, and/or decisions.

2. Seniority shall also govern those situations where District-wide reductions in force occur, or when staffing levels or programs are reduced in a particular school.

3. Where seniority is equal, the date of appointment and subsequently the placement on the list of appointees shall be the determining factors.

4. No period of service which is not full-time service in Unit 1 shall be included for purposes of calculating seniority.

5. Continuity of appointed service shall not be interrupted by any period of unpaid, approved leave of absence. The period of such leaves, however, shall not be included for purposes of calculating seniority.

6. Any period of paid leave of absence shall be included for purposes of calculating seniority.

7. The District shall maintain an accurate and timely seniority list of all teachers during the school year. Copies of, or revisions to, such lists shall be provided to the Association upon request.

J. Reduction in Force – Adult Programs

Should program funding or a decrease in student enrollment cause the District to contemplate cut backs in adult programs (those involving Vocational Instructors, Counselors, Job Developers, Remedial Instructors, Case Managers, Nurse Assistant Instructors, and Adult Education Teachers), the District will meet with representatives of the Association to discuss potential alternative funding or student recruitment. Should the District determine that reductions in programming are necessary, the least senior qualified employee in the job title will be reduced in hours and/or months. When layoffs occur, full-time qualified employees will be excessed in order of reverse seniority in the job title and placed on a preferred eligibility list pursuant to applicable New York State Law. (“Qualified” means having rendered service in the specific area of instruction.)

ARTICLE 11

VACANCIES

A. Specialized Positions

Specialized, non-classroom teaching positions occurring within the Unit shall be identified by the Personnel Department in the weekly Administrative Bulletin. Such identification shall be for purposes of information only and create no further obligation on the part of the District with regard to filling such positions.

B. Notice of Vacancies

Whenever any vacancy in a promotional position occurs between September and June, it will be publicized (by the Superintendent) by means of a written notice placed in the weekly Administrative Bulletin or a special bulletin of the District. Such notices shall be announced as far in advance as practicable, and in no event less than ten school days before any deadline date. Acting or temporary positions shall be posted as described above before permanent appointments are made.

C. Application Process

1. Employees who desire to apply for such vacancies shall submit their applications in writing to the Superintendent, or his/her designee, within the time limit specified in the notice.

2. Each teacher who desires to apply for a promotional position which may be filled during the summer vacation period shall submit his/her name and summer address to the Superintendent prior to the summer vacation, together with identification of the position or positions for which he/she desires to apply. The District shall post a list of promotional positions to be filled during the summer vacation period on a bulletin board in the administrative offices of the District, release notification of such position vacancies to the local newspapers, and notify the office of the Association of such position vacancies.

D. Appointments to Vacancy

1. All appointments to the aforesaid vacancies shall be based on qualifications, certification, and experience. They shall be made without discrimination because of age, gender, race, color, religion, marital status, sexual preference, national origin, or disability.

2. Insofar as it is consistent with the best interests of the District, all promotions shall be made from the ranks of the certificated personnel of the District.

ARTICLE 12

TEACHING LOAD

The following guidelines are established by the Board and the Association as teaching load objectives toward which the District should strive. It is understood that exceptions will be

necessary because of unusual circumstances including, but not limited to, budget limitations and/or availability of staff, and that the permissive guidelines hereinafter set forth in this article are not to be construed as guarantees which are binding upon the District.

A. Equitable Distribution of Students

1. The District and the Association recognize the continuing need to effectively address the issue of achieving an equitable distribution of students in the general education classroom including students with disabilities, the impact the addition of such students has upon the general education classroom situation, and the adjustments and/or allowances which sometimes must be made in either a particular classroom or school as a result thereof. Procedures to be followed in carrying out the objectives of this section are set forth in Article 13A (Students with Disabilities).

2. With regard to students with disabilities who have been determined to be resource students (those who receive primary instruction in a general education classroom and supplemental support from a special education teacher), the District has established, and will implement, procedures as outlined in Article 13B (Students with Disabilities).

3. With regard to self-contained students (those whose primary educational program consists of fifty percent (50%) or more of the school day in a self-contained special class), the District agrees to implement those sections of Article 13 (Students with Disabilities) which relate to Mainstreaming Procedures and the Process for Correcting and Monitoring Imbalance. In so doing, however, it is understood and agreed that, while the District is committed to eliminating mainstreaming student load inequities, there may be occasional situations where an immediate remedy, for valid and sufficient reasons, is not available. The parties agree, therefore, those issues which cannot be resolved will be addressed as set forth in Article 13C (Students with Disabilities).

B. Students with Disabilities

1. Enrollment and participation in educational programs for students with disabilities shall be in accordance with, and shall not exceed (unless proper variance has been requested and approved by the Commissioner), the limitations and standards set forth in the Regulations of the Commissioner § 200, and additional applicable provisions of New York State Education Law, as they may be amended during the term of the Agreement.

2. All District and local committees on special education for students with disabilities should include special education teacher representation.

3. Legislative and/or program changes and such other matters which relate to the successful implementation and maintenance of the Special Education for Disabled students Program shall be communicated to employees working with students with disabilities and the Association.

C. Elementary Planning

1. Elementary practitioners shall receive at least one (1) daily unencumbered forty (40) minute preparation period during the student day. This preparation/planning time will take place when students are instructed in areas including, but not limited to, music, art and physical education. If scheduling and/or staffing anomalies dictate that the above is not possible, practitioners shall receive preparation/planning time as follows:

- a. Two hundred (200) minutes of planning time every five (5) days and distributed over at least four (4) of the five (5) days;
- b. This preparation time shall be distributed in increments of no less than forty (40) consecutive minutes.

2. When an elementary class is scheduled for direct instruction from a library media specialist, with no other classes or groups of students present at the same time, the classroom teacher may use such time for preparation as described above.

D. Elementary Class Size

With the exception of inclusion classes and special classes, elementary class size should be no larger than twenty-eight (28) students.

E. Secondary Daily Periods of Instruction

The number of daily periods of instruction for secondary teachers should not exceed five (5) per day, or a daily load of more than one hundred and twenty-five (125) students.

F. Secondary Daily Preparation

1. Secondary teachers should not be required, except on their own option, to teach more than two (2) academic disciplines in any given semester, nor have more than three (3) daily preparations. No secondary teacher should have more than one (1) duty period per day beyond the normal teaching load.

2. Tenured secondary teachers may volunteer to teach one additional class beyond the contractual limit of five (5). Non-tenured secondary teachers shall not be eligible to teach an additional class. No teacher can be assigned an additional class beyond the contractual limit. Tenured secondary teachers choosing to teach an extra class shall receive a salary increase equivalent to $1/6^{\text{th}}$ of their annual contract salary.

3. Secondary teachers should not be required to teach two (2) subjects in one class period except under circumstances where class load is such as to require cancellation of offerings if courses are not consolidated.

G. Teaching Assignment

Services expected in a teaching assignment may include a regular student load in accordance with this Agreement, as well as the supervision of a homeroom, a non-class (extracurricular) assignment, and related school responsibilities.

H. Professional Time Options

1. The parties agree that time is a valuable commodity for all stakeholders in the District. The parties further agree that, when building schedules allow for them, there are educational activities in which staff can be engaged that may prove beneficial to the enterprise of teaching and learning. This “professional time” may be:

- a. A period during the school day in which staff is not assigned an instructional or planning period;
- b. Assigned in lieu of a duty period.

2. The use of this time will be determined by each building’s SLT and conform to the School Improvement Plan. It is understood by both parties that this time will not be used for Faculty Meetings. Appropriate uses of this time include, but are not limited to;

- a. Tutoring small groups of students (10 or less) in specific content areas by staff certified in those areas;
- b. Hosting special interest clubs for students (chess, photography, etc.);
- c. Team meetings;
- d. Office hours (meeting with individual students);
- e. Professional development;
- f. Working in after school programs;
- g. Opportunities for relationship building in groups of students (15 or less).

I. Supporting Personnel (Professional)

1. There should be one (1) guidance counselor for every four hundred (400) students at the secondary level. At the elementary level, there should be at least one (1) guidance counselor and one (1) school social worker for every six hundred (600) students.

2. A school psychologist should be available in secondary schools at least two (2) days a week and in every elementary school at least one (1) day a week. This should not be interpreted to exclude assignment on a full-time basis where such assignment is justified. School psychologists should have a private office area in each school in which they work which will accommodate small groups as well as individual counseling.

3. The District psychiatric services should be utilized as they become available.

J. Physical Education/Art Instruction

1. Formal scheduled physical education should be taught by a physical education teacher.
2. Each art class should be provided with the following:
 - a. A classroom in each school with adequate equipment and supplies to be used for art;
 - b. Class size to be determined in proportion to room size and storage area available for work.

K. Music Instruction

All primary grades should have a regularly scheduled music period at least once per week. Full-time elementary music teachers, assigned to grades 1 through 6, should not be assigned to more than two (2) schools.

L. School Libraries

Secondary school libraries should be adequately staffed and each elementary school should have a library under professional library supervision.

M. Schedules for Special Area Teachers

Schedules for special area teachers shall be organized in a manner which strives to maximize utilization of staff time, minimize multiple school assignments and reflects program objectives.

N. Classroom Improvements

1. The District and the Association recognize that it would be desirable to accomplish improvements with regard to facilities, equipment, and materials in the areas of art, music, libraries and physical education, but also acknowledge that existing circumstances make it impossible to do so during the term of this Agreement.
2. In the event, that in the discretion of the District, such improvements are feasible and practical, consideration will be given to the possibility of implementing them when circumstances permit. This paragraph shall in no way be construed as a guarantee or commitment by the District to take any action with regard to any of the aforementioned areas.

O. Work/Learning Stations

It is the intention of the District to provide a safe and educationally sound program within budgetary and physical limitations. To that end, the number and location of work/learning stations to be made available in subject areas such as technology education, home and career

skills, occupational/vocational/technical, and business subjects shall be determined by the District after a review by the principal and the teachers involved.

P. Substitute Teachers

1. In the interest of maintaining continuity of the instructional program, the District shall endeavor to provide a paid substitute in those instances where a paid substitute is normally used. When it becomes necessary for teachers, as defined in Article I hereof, to substitute during their non-instructional periods, said teacher(s) shall be compensated at the rate of Eighteen Dollars (\$18.00) per period. Elementary teachers whose normal class load is increased by five (5) or more students because of redistribution as a result of the lack of substitute teachers shall receive an additional Sixteen Dollars (\$16.00) per day. In the event the normal instruction period is reduced to below forty (40) minutes, the rate of compensation per period shall be adjusted on a pro rata basis.

2. It is agreed that a substitute teacher will be provided when a teacher assumes the role of acting building administrator. In the event the building administrator is absent for more than one (1) week, personnel shall be assigned by the Superintendent or a teacher may continue as temporary acting building administrator with a substitute teacher provided in his/her place. Any teacher serving as acting building administrator shall be compensated at the rate of Thirty-Five Dollars (\$35.00) per day in addition to regular salary unless or until an acting building administrator is appointed by the Superintendent. When a teacher serves in an acting capacity, it shall be with the same authority and jurisdiction as the building administrator who is temporarily replaced.

ARTICLE 13
STUDENTS WITH DISABILITIES

A. Mainstreaming Procedures

The purpose of this section is to outline the District's procedures regarding mainstreaming of students with disabilities. Mainstreamed students are those students whose primary educational program consists of fifty percent (50%) or more of the school day in a special class. It is the intent of these procedures to establish greater continuity and procedural uniformity among building personnel who are responsible for implementing mainstreaming procedures. The following procedures shall apply to all students with disabilities who are in special education classes and programs operated by the District:

1. Students with disabilities shall be mainstreamed as recommended in their IEP, taking into consideration their learning and social skill levels and how both of these factors relate to the class in which the student is to be mainstreamed. The special class teacher's input shall be considered by the Committee on Special Education with regard to mainstreaming decisions. Under no circumstances should the social skill level be the only basis for mainstreaming.

2. When a student with disabilities is placed in a general education classroom, the following steps should apply:

- a. The special education teacher will be available to meet with the mainstream teacher(s) to discuss the student's educational needs as defined in the student's IEP and what may be expected of the student in the mainstream class. Should more than one mainstream teacher for the same student (music, physical education, art, etc.) request such a meeting it should be a joint session so that the time of everyone involved can be most productively utilized;
- b. Prior to the time of the student with disabilities classroom placement, the receiving teacher will be provided with a copy of the student's IEP, including current levels of academic functioning, behavioral information, pertinent physical and/or medical data;
- c. The receiving teacher will be encouraged to observe the student with disabilities within the special education class setting including a review of the student's IEP;
- d. The special class teacher should prepare the student with disabilities for appropriate transition to the mainstream class;
- e. Continued dialogue should take place between the teacher, parent, and special class teacher throughout the duration of the mainstream experience regarding adjustment and progress;
- f. Responsibility for evaluating should be shared by both teacher and special class teacher; in those instances where a Carnegie Unit is to be given, the general education class teacher shall retain the final decision;
- g. Recommendations for mainstreaming, which result from annual or triennial review, and involve the student with disabilities attending another school for a special class or program, must be made to the District's Committee on Special Education.

B. Resource Procedures

Resource students are those students who receive instruction in a general education classroom and supplemental support from a special education teacher. The purpose of this section is to outline the District's procedure(s) regarding the assignment of resource students. The following considerations should apply to all resource classes and programs operated by the District:

1. Resource students should possess learning and social skill levels which are not significantly dissimilar from their peers in general education classroom settings.
2. When a student is assigned to a resource classroom:
 - a. The general education and resource teachers should initially meet to discuss the student's educational needs and what may be expected in both general education and resource class settings;

- b. The general education teacher will have an opportunity to review the student's current IEP and other records pertinent to the student with disabilities condition;
- c. The general education and resource teacher should meet periodically throughout the school year to discuss and evaluate student progress and make appropriate educational adjustments;
- d. A general education teacher who teaches a student shall participate in the annual IEP review or triennial review, when invited to such review, for any resource student assigned to the teacher's class;
- e. Responsibility for awarding formal grades shall rest with the general education class teacher.

C. Correcting and Monitoring Imbalance

1. When addressing problems which arise involving students with disabilities and student load in particular schools and/or classrooms, and attempting to resolve them in an effective manner within the District's ability to do so, the District shall consider individual school space (total population), the availability of opportunities for assigning students on an equitable basis, and the impact of any change or adjustment upon the teacher(s) to whom the students are assigned. In the event the District determines conditions prevail which needs to be addressed it will determine if the circumstances are such that an adjustment can be made by:

- a. the assignment of additional personnel;
- b. the reduction of class size;
- c. the reassignment of disabled or non-disabled students;
- d. the adjustment of teacher/staff schedules and assignments.

2. The process for addressing situations which have been identified as inequitable within a particular school will be as follows:

- a. The School Leadership Team shall monitor resource and mainstreaming practices to assist in bringing attention to:
 - i. appropriate and timely scheduling of students with disabilities;
 - ii. an equitable distribution across grade or subject area; and
 - iii. internal adjustment and correction at the building level.
- b. The Instructional Division will be available to provide assistance in resolving problems at the building level;
- c. If the problem is unable to be resolved internally, the issue will be identified and reduced to writing by the Association and referred to a District Appeals Committee composed of the Director of Special Education, the Director of Personnel and the President of the Association or their respective designees. The District Appeals Committee will review the specific issue and made recommendations for resolving the issue within five (5) days;

- d. In the event that the steps above do not resolve the problem, it may be submitted by the Association directly to the Superintendent to bring about a solution, either temporary or permanent, which will best serve the student(s) involved. It is the further intention of the parties that any problems which do arise be satisfactorily resolved before reaching the Superintendent's level and that every effort is made to do so in order that those which do come to the Superintendent be neither frequent nor frivolous. The Superintendent will give them his/her prompt and full attention to bring about a solution which is reasonable and equitable and, insofar as it is possible to do so, address the concerns of the teacher(s) involved and the needs of the student(s);
- e. If the issue in question cannot be satisfactorily resolved by the foregoing procedure, the Association may then treat it as a formal grievance which has reached Stage 3 of the Grievance Procedure and submit written notice of arbitration within the time limits set forth therein.

ARTICLE 14 **EVALUATION**

Both the District and the Association agree all employees shall be regularly evaluated in order that the District and the individual teacher shall have an accurate, constructive, and timely appraisal of the teacher's performance. The following policy shall govern all teacher observation and evaluation:

A. Performance Evaluation

General classroom evaluations of the work performance of a teacher will be conducted openly, with full knowledge of the teacher. Situations may arise when it is necessary for an administrator to record performance information which does not allow for prior notification to the teacher. In such cases, the teacher will be notified when the material or information is recorded.

B. Performance Assistance

1. The District and the Association recognize that in some situations assistance may be required to achieve improved performance on the part of the teacher, whether suggested by the teacher or administrator, and encourage the rendering and acceptance of such assistance. Subsequent written evaluation shall reflect the impact, if any, of such assistance.

2. At times tenured staff may also find themselves in need of assistance, support, and feedback as outlined in the Model for Practitioner Evaluation or APPR (Annual Professional Performance Review). The PAR program will also be expanded to provide support for veteran teachers.

C. Written Evaluation

1. When an observation is completed, the evaluating administrator shall not submit the written evaluation report until three (3) days thereafter during which period the teacher shall have the opportunity to meet with the administrator in order to more fully review/discuss the circumstances which prevailed at the time of the observation.

2. Teachers will be given a copy of any written class visit or evaluation report prepared by their principal and/or supervisor. No performance appraisal report shall be submitted to central administration, placed in a teacher's file, or otherwise acted upon, without a copy to the teacher.

D. Extra-curricular Activities

Participation in extracurricular activities shall not be a valid consideration for evaluating teacher classroom performance but shall be considered in the evaluation of total job performance.

E. Tenure Notification

A probationary teacher will be informed of the Superintendent's decision not to recommend tenure at least forty-five (45) days prior to the expiration of the probationary period, and shall be notified in writing of the final action of the Board regarding the granting or denial of tenure within thirty days of the meeting at which Board action is taken. If a probationary teacher has not resigned, or been notified in writing the Superintendent does not intend to recommend him/her for tenure within forty-five (45) days prior to the expiration of his/her probationary period, he/she shall be granted tenure.

F. Personnel File

1. Each teacher will have the right, in accordance with procedures established by the Personnel Division and in the presence of the Director of Personnel or his/her designee, to review and copy the contents of the complete personnel file, with the exception of confidential recommendations. The teacher will be entitled to have a representative of the Association present during such review.

2. A teacher shall have the right to request removal of an evaluation or item of correspondence from his/her personnel file if the item refers to an isolated incident or situation that is no longer germane to the teacher's performance or employment. Such request may be made in writing to the Superintendent four (4) years from the date of entry and shall, subject to the Superintendent's approval, serve to remove the original entry and any rebuttals related thereto. The decision of the Superintendent shall be final and binding and not subject to the provisions of Article 26 (Grievance Procedure).

3. With the exception of confidential employment recommendations, a teacher shall receive a copy of all entries made in his/her personnel file. In any instance where an entry is

made in a personnel file with which the teacher disagrees, or takes exception, the teacher shall have the right to file a written statement in his/her behalf, with copies to all parties concerned. Such statement shall become an attachment to said entry and a permanent part of the personnel record of the teacher.

G. Intent to Dismiss

When a notice of intent to dismiss is received by a tenured teacher from the Superintendent of Schools, the teacher may proceed pursuant to section 1 below. Should the teacher choose not to resign, section 2 will be implemented within five (5) working days.

1. A teacher may submit a letter of resignation effective one (1) year from the date of this letter of intent to dismiss. The teacher shall be placed on leave with pay for this year, plus receive a stipend for an approved program of retraining or mid-career counseling. The amount of the stipend will be based on the number of unused sick days times the dollar amount equal to that paid retirees for unused accumulated sick days. A joint Association-District committee shall be established to review and approve the program for retraining or mid-career counseling.

2. In cases where a teacher chooses not to resign, the following procedure for binding arbitration shall be implemented.

- a. If this section is implemented, a teacher will be suspended from duty. Such suspension shall be with pay for a period not to exceed one hundred twenty (120) calendar days. If the suspension continues beyond one hundred twenty (120) calendar days it may, in the sole discretion of the Board of Education, be without pay;
- b. The teacher may proceed personally or through the Association. In cases where a teacher chooses to proceed personally, the Association shall not be responsible for payment of any expenses related to the arbitration proceeding(s);
- c. Within ten (10) school days after such suspension of the teacher, the Superintendent or his/her designee and the Association will agree upon a mutually acceptable arbitrator selected from a list provided by the Syracuse Office of the American Arbitration Association, Public Employee Relations Board or any other agreed to by the Association and District, and will obtain a commitment from said arbitrator to serve. In the event that the Superintendent, or his/her designee, and the Association or individual, as the case may be, cannot agree on an arbitrator on the first list submitted by the Arbitration Association, Public Employee Relations Board or any other agreed to by the Association and District, a second list shall be requested. In the event the Superintendent or his/her designee and the Association cannot agree on an arbitrator selected from the second list, the Arbitration Association, Public Employee Relations Board or any other agreed to by the Association and District shall then be empowered to designate the arbitrator, and this decision shall be binding on all parties;

- d. The selected arbitrator shall hear the matter promptly and shall issue his/her decision in accordance with the then operating rules of the Arbitration Association, Public Employee Relations Board or any other agreed to by the Association and District. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, opinion, and the conclusions on the issue(s) submitted. The arbitrator shall limit his/her decision strictly to the application and interpretation of the provision of this Agreement; he/she shall be without power or authority to make any decision which may:
 - i. Be contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement or of applicable law or rules and regulations having the force and effect of law;
 - ii. Involve Board discretion or Board policy under the provisions of this Agreement, under Board bylaws or under applicable law, except that he/she may decide in a particular case based on a provision of this Agreement involving Board discretion or Board policy, whether the Board applied such discretion or policy in a manner which is arbitrarily or capriciously inconsistent with the general practice followed throughout the District in similar circumstances;
 - iii. Limiting or interfering in any way with the powers, duties and responsibilities of the Board under its bylaws, applicable law, and rules and regulations having the force and effect of law.
- e. The decision of the arbitrator, made in accordance with his/her jurisdiction and authority under this agreement, will be accepted as final by the parties to the dispute, and both will abide by it;
- f. All costs arising out of the administration of this provision shall be shared equally by the Association and the Board, except as noted in subsection K.2.b. above;
- g. The formal rules of evidence shall not apply in the administration of this provision. The decision as to the nature of the record kept at the arbitration stage shall be at the discretion of the arbitrator;
- h. The time limits specified herein shall commence at the normal hour for the opening of business on the business day next following the event or occurrence which caused the time period to begin.
 - i. Only cases involving the intent to dismiss a teacher for failing to meet the evaluation criteria, as set forth in the *Model for Practitioner Evaluation*, shall be subject to the procedures and provisions contained herein. Disciplinary action taken by the District against a teacher for reasons other than the aforementioned shall be pursued according to existing statute or regulations, i.e., § 3020-a of the New York State Education Law.

ARTICLE 15
TEMPORARY LEAVES OF ABSENCE

A. Request for Temporary Leave of Absence

Any request for an excused, planned absence not otherwise covered by this Agreement shall be made in writing by the employee to the Superintendent through the building principal at least one (1) week prior to the requested time of absence. The Superintendent shall determine whether or not such request for excused, planned absence shall be approved, and notify the employee in question of his/her determination as soon as is practicable. In the event permission is granted, the Superintendent also shall determine whether or not deduction from salary shall be made. The Superintendent may, in his/her discretion, waive the time limits specified herein.

B. Sick Leave

1. Each member of the Unit shall be allowed sick leave without loss of salary for at least twelve (12) working days in any year on account of personal sickness or physical disability, including maternity. If the full amount of sick leave allowed is not used in any school year, the amount not used shall be accumulated from year to year. Members of the Unit employed with effective dates subsequent to September 1st shall be credited with sick leave in accordance with the following table during the first year of employment:

Effective Date of Appointment	Sick Leave Credit
September 1 - September 30	12 days
October 1 - October 31	10 days
November 1 - November 30	8 days
December 1 - December 31	7 days
January 1 - January 31	6 days
February 1 - February 28 or 29	5 days
March 1 - March 31	4 days
April 1 - April 30	3 days
May 1 - May 31	2 days
June 1 - June 30	1 day

During the first year (12 consecutive calendar months) of employment, an employee must present a certified physician's explanation accounting for use of sick leave beyond five (5) days. Failure to provide such explanation shall result in a loss of pay equivalent to the time absent beyond five days. The five days do not have to be consecutive.

At the beginning of each subsequent year of employment, twelve (12) sick days shall be credited to each Unit member's account. There shall be no limitation on the total number of sick leave days which may be accumulated.

2. Disability due to pregnancy shall be treated in the same manner as all other temporary disabilities.

3. The employees who are absent from duty because of illness may be required, at the discretion of the Superintendent, or a designee, to file a medical report with the school medical director. When such a report is requested, the Superintendent will make a determination whether sick leave payments shall be allowed.

4. The employee shall notify the building principal or his/her designee of the use of a sick day according to reasonable procedures established for call in. If the employee anticipates that he/she will not return on the next day, the employee will call the building principal/supervisor before the end of the workday whenever possible. The employee shall be responsible to notify the principal or his/her designee of any change in status which will affect the assignment of a substitute to the employee's position. In those cases where sick leave is over five (5) days, the employee shall forward medical documentation and anticipated return date to the Health Services Office. The employee shall also call the building principal/supervisor to inform her or him of the anticipated date of return whenever possible.

5. In the event an employee in his/her first year of service in the District is dismissed, remaining sick leave available to that employee shall be prorated in such a manner that the total number of sick leave days used by that employee up to and including the effective date of termination shall not exceed:

Sick Leave Days:	Months of Service:
One (1) day for	One (1) month of service
Two (2) days for	Two (2) months of service
Three (3) days for	Three (3) months of service
Four (4) days for	Four (4) months of service
Five (5) days for	Five (5) months of service
Six (6) days for	Six (6) months of service
Seven (7) days for	Seven (7) months of service
Eight (8) days for	Eight (8) months of service
Ten (10) days for	Nine (9) months of service
Twelve (12) days for	Ten (10) months of service

The District shall have the right to deduct any compensation for sick leave in excess of the above. Such deduction may be made from the employee's final paycheck.

C. Sickness or Death in Immediate Family

1. Time off for serious illness in the immediate family shall be charged against personal leave as identified in Section F of this Article. Immediate family, for purposes of Sections C1 and C2, consists of:

Husband	Father	Son
Wife	Sister	Daughter
Domestic Partner	Brother	Grandparents and Grandchildren
Mother		Guardian in loco parentis

In-laws in the above categories, where applicable

Step-family in the above categories, where applicable

2. Each employee shall be granted up to six (6) days of leave with full pay for each death in the immediate family or the nearest relative. Such leave shall not be curtailed because of use of family illness days and shall be on a non-cumulative basis.

3. Each employee shall be allowed one (1) additional full-time teaching day to attend the funeral of any of the following members of the family:

Aunt	Niece
Uncle	Cousin
Nephew	

In-laws in the above categories, where applicable

4. The Superintendent is authorized to grant additional paid emergency or funeral leave under unusual circumstances which, in his/her judgment, justify such an exception.

D. Workers' Compensation

1. Employees who become ill or injured due to circumstances arising out of and in the course of employment shall file a report of such illness or injury with the District and with the Workers' Compensation Board. Such report shall be filed within the time, and in the manner, required by the New York State Workers' Compensation Law. In those instances where an illness or injury is determined by the District or other forum of competent jurisdiction to be compensable as arising out of and in the course of employment, the District will compensate said employee during the period of such illness or injury up to the amount of his/her full salary.

a. The District shall charge to the employee's accumulated sick leave any time taken because of such illness or injury for which the employee receives his or her regular salary. Such charge to, and deduction from, accumulated sick leave shall be proportionate to, and based upon, the percentage relationship between the employee's per diem rate and the daily compensation amount. No such pro rata deduction from accumulated sick

leave shall be made in the event the compensable absence is the result of bodily or personal injury resulting from an assault upon the employee or because of gross negligence on the part of the District, except when there is contributory negligence on the part of the employee;

- b. In the event the number of compensation days exhausts the employee's accumulated sick days in any school year, the employee shall continue to receive full salary. Sick days which may be credited to the employee at the beginning of the next school year shall not be charged against any compensation days taken during the prior year;
- c. The District will also pay, in any compensable line of duty injury, all costs of medical expenses incurred as a result of said injury not covered by insurance provided by the terms of this Agreement. In case of an award, or third party settlement, loss of wages and/or medical or other expenses paid to the employee by the District and included in such settlement or award shall be reimbursed to the District. Any lump sum settlement or award, or damages other than such loss of wages and/or medical or other expenses, shall not be transferred to the District.

2. Employees who are absent from duty with pay, pursuant to this paragraph, may be required, at the discretion of the Superintendent, to file a medical report with the School Medical Director. When such a report is requested, the Superintendent will make a determination on the basis of said report and the recommendation of the School Medical Director whether pay shall be continued. In no instance, shall payments to an employee for service-connected disability exceed those provided under Compensation Law, unless the Superintendent, in his/her sole and exclusive discretion, shall authorize such payments, notwithstanding any determination by any compensation board which is at variance with the determination of the Superintendent.

3. Absences due to communicable diseases which have been ruled by the New York State Workers' Compensation Board to be compensable shall not be charged against the employee's accumulated sick leave days, provided that a Workers' Compensation claim has been filed, proposed, and accepted by the District. In compensation cases resulting from such illness, the weekly allowance paid the employee under Workers' Compensation will be transferred to the District.

E. Supplemental Sick Leave

1. There shall be a Sick Leave Committee, consisting of one (1) member designated by the Association, one (1) administrator appointed by the Superintendent, a third member selected by the other two, and the School Medical Director, who shall be an advisory member. Said Sick Leave Committee shall review and act upon applications for additional sick leave days submitted by members of the Unit.

2. Applications for additional sick leave days may be made to the Committee by any member of the Unit who has suffered a prolonged serious illness or injury (as hereinafter defined), whose accumulated sick leave has been exhausted, and who has no other source of

coverage such as income protection insurance, accident and health insurance, catastrophe insurance, etc., which would provide an income equal to the employee's salary.

3. For purposes of this Article, the term “serious illness or injury” shall be defined as one which is generally regarded as such by those in the medical profession. Any dispute as to whether or not an illness or injury is “serious”, as used herein, shall be resolved by the School Medical Director. The purpose of this paragraph is to provide additional sick leave in extraordinary situations where a seriously ill or injured employee has no other significant means of income and cannot return to work for a prolonged period of time (after accumulated sick leave credit has been exhausted) which will create a bona fide economic hardship upon the employee. It is not intended to cover absences of a day, or several days, in excess of accumulated sick leave, or situations where there is no serious or prolonged illness or injury, or where no bona fide economic hardship exists. The Committee is authorized, however, to grant additional sick leave upon a pro rata basis where, in its discretion, it deems it appropriate to do so and such proration does not exceed the general limitations set forth herein.

4. Prior to, or no later than concurrent with, the submission of the application for additional sick leave, the employee shall provide the School Medical Director with a medical report setting forth the nature of the illness/injury and the anticipated date of recovery and return to work. The Committee shall have the right to request additional medical information, if it deems such information to be necessary, as well as the right to have the employee examined by the School Medical Director or a physician designated by the School Medical Director.

5. If additional sick leave is granted by the Committee, said additional leave shall not exceed sixty (60) days, and shall be chargeable upon the basis of one day for each day pay would have been received had there been no illness or injury.

6. There shall be a limitation of the total number of sick leave days which may be granted by the Committee to the extent that the total annual expenditure shall not exceed Forty-five Thousand Dollars (\$45,000). It is understood and agreed that the inclusion of said maximum figure is to be in no way construed as a guarantee or commitment by the District that any of such monies must, or will, be expended in the designated time period. Said maximum represents only the total amount which is available in the event the Committee determines an application to be meritorious and within the purview of this Article.

7. The decision of the Committee shall be final, binding, and not subject to the Grievance Procedure set forth in Article 26 (Grievance Procedure) of this Agreement.

F. Personal Leave

1. All full-time employees shall be entitled to five (5) days of personal leave per school year, prorated for part-time employees. Any unused personal days shall be credited to the employee's sick leave account at the end of the school year.

2. Teachers shall be required to notify their building principal, or his/her designee, of their intention of using a personal leave day at least five (5) school days prior to the date of the

leave, except under unusual circumstances. Although reasons need not be stated by the employee, it is understood and agreed that the purpose of this Article is to permit a employee to attend to personal matters which cannot be accomplished during other than normal working hours.

3. Use of consecutive personal leave days, except for reasons of family illness, shall be granted only after an employee has filed a request, in writing, with the Personnel Department stating reasons for such absence. Requests which do not meet the intent of the use of personal leave (see 2 above) or are not filed sufficiently in advance will be denied.

4. Personal leave days may not be taken on days immediately preceding and/or subsequent to scheduled vacations except in cases of family illness or unless authorized by the Superintendent pursuant to a valid written request submitted by the employee.

5. In the event that schools are closed due to severe weather, or other emergency conditions, on a day when an employee has been granted personal leave, said day shall not be deducted from the teacher's allotment if the teacher certifies in writing to the Personnel Department that the personal business for which the day was taken could not be conducted on that day because of the severe weather or emergency conditions which caused the school(s) to be closed.

G. Jury Duty

Each employee shall be granted leave with full pay as may be necessary in order to perform jury duty. Such absence shall not be deducted from any other leave allowance. When an employee receives a notice of call to jury duty, the individual shall notify the building principal, or designee, to that effect, on the first school day following receipt of such notice by providing to the principal a copy thereof.

H. Absence for Other Judicial or Administrative Proceedings

When an employee is required to appear in court, or for any other judicial or administrative proceeding, leave with full pay as necessary to comply with the order shall be granted, provided the appearance is in some way connected with the professional duties and responsibilities of the employee. Appearances which are not in the line of duty in the District will be judged on their individual merits by the Superintendent.

I. Severe Weather and Other Emergency Conditions

1. Each employee shall receive full pay for absence due to abnormally severe weather or other emergency conditions when so certified by the principal or supervisor and approved by the Superintendent.

2. The official closing of schools by the Superintendent shall not result in loss of pay by any employee unless such closure is the result of unauthorized absence from duty by

members of the Unit or unless an employee has been excused from duty, without pay, for the period of such closing.

3. Any employee who is on sick leave with pay on days when schools are closed due to weather conditions or other emergencies will receive full pay for such days and will not have said days deducted from his/her accumulated sick leave allowance.

4. In the event that schools are officially closed by the Superintendent for a period of time sufficient to require an alteration in the official School Calendar for the remainder of the year to make up the time lost, no additional compensation shall be paid to any employee for the days thereby added to the School Calendar.

J. Temporary Military Service

Employees shall be paid full salary and other benefits for any and all periods of absence while engaged in the performance of ordered temporary military duty, and while going to and returning from such duty, as required by New York State Military Law. If possible, written notice will be given the building principal or supervisor at least two (2) weeks in advance and simultaneously transmitted to the Superintendent. Every effort shall be made by the employee affected by this paragraph to serve temporary active duty obligations during periods of time when school is not in session and at the request of the Superintendent, or his/her designee, such employee shall be required to provide evidence of such effort, in the form of a written request to the appropriate military authority, to serve at a time when school is not in session. The Board agrees to intervene with the appropriate military authorities in an effort to assist the employee who is attempting to comply with this obligation. It is the intention of the parties that teachers shall not serve temporary voluntary military duty during the periods that school is in session.

K. Professional Conferences

1. Officially authorized Association delegates and/or alternates, as required, shall be granted time necessary with pay, to attend NYSUT, NYSUT Election District, Retirement, and AFT and NEA conventions, upon timely request to the Superintendent. All expenses shall be borne by the individual or the Association. Representatives of the Association, in addition to delegates and alternates, may also be excused by the Superintendent, or his/her designee, to perform official Association functions.

2. Excused absences with pay may be granted to any employee to attend professional meetings, conferences and workshops, when approved by the Superintendent or his/her designee.

L. Adoption

An employee shall be granted up to thirty (30) days of paid leave upon the legal adoption of a child. The number of paid days available for this purpose will be the number of unused personal leave days accumulated (and previously credited to sick leave) during the past ten (10) years. In those instances where an employee requests thirty (30) days and there are an

insufficient number of such days accumulated, the remaining days shall be without pay. See also Article 16, Section N3 (Extended Leaves of Absence).

M. Leaves Without Pay

There shall be a District committee, consisting of one (1) member to be appointed by the Association, one (1) administrator to be appointed by the District, and one (1) individual to be selected by the other two, to review requests from teachers for short term unpaid leaves of absence, of up to five (5) school days, which are in compliance with the applicable Administrative Bulletin. Said leaves shall be granted only to accommodate unusual or extraordinary circumstances and limited to the extent there shall be no more than a total of forty (40) days available for leaves of this kind during any school year with the exception of Adoption Leave (Article 15L). There shall be no more than a total of fifty (50) available days for leaves of this kind during the remaining term of this Agreement. Written request for such leaves must be submitted to the Committee at least thirty days prior to the date of leave unless circumstances make it impossible to do so.

ARTICLE 16
EXTENDED LEAVES OF ABSENCE

A. Procedures

1. Employees who have acquired tenure in the District may be granted leaves of absence, which shall be without loss of tenure, upon the recommendation of the Superintendent and the approval of the Board. All requests for leaves of absence shall carry affirmation of intention of the applicant to return to an assignment in the District upon the termination of such leave.

2. The tenure requirement shall not apply in the case of request for a military leave of absence. The Superintendent is also authorized to grant leave of absence to probationary employees under extraordinary circumstances deemed acceptable to him/her.

B. Request

Employees shall make a written request for an extended leave of absence. Forms will be available in the principal's office. The request shall be directed to the Director of Personnel, stating the specific reason for the leave and must be filed at least forty-five (45) days prior to the effective date of the leave. Employees shall furnish whatever evidence which may be required by the Director of Personnel in support of their request.

C. Length

Leaves of absence shall be granted for a period of one (1) year, except where leaves of longer duration are specifically permitted in other paragraphs of this Article. Special requests for periods of less than one (1) year may be granted at the discretion of the Superintendent. Employees on leave of absence shall notify the Director of Personnel of their intention for the

following school year in writing and prior to April 1st. Return to duty from extended leave of absence shall be governed by the terms of the agreed upon length of the leave. Exceptions shall be permitted when, in the discretion of the District, there are good and sufficient reasons to do so.

D. Substitute Availability

Planned leaves of absence are contingent upon the availability of qualified regular substitute teachers. Regular substitute teachers shall be appointed and their names carried in the minutes of the Board as “regular substitutes” along with the names of the teacher for whom they are substituting. Regular substitute teachers so appointed are not eligible for tenure except as provided in § 2573(1) of the Education Law.

E. Recall from Leave

The Board of Education reserves the prerogative of recalling to service any or all employees who have been granted leaves of absence when an emergency or teacher shortage makes such action necessary. It is understood, however, that leaves granted for personal illness, approved educational commitments, military service, Red Cross, Peace Corps, or V.I.S.T.A. service shall not be affected by this provision.

F. Reassignment

A teacher returning from any leave of absence may be reassigned to any vacancy within the District for which he/she is qualified by certification and experience, such assignment being the same, or substantially the same, as the position previously held.

G. Step Advancement

For the year(s) in which a teacher is on an unpaid leave of absence, there shall be no advancement in step placement.

H. Termination of Leave

All leaves of absence must terminate:

1. At least five (5) working days prior to any scheduled holiday or recess; or
2. On or subsequent to the first working day following such holiday or recess.

I. Salary

A teacher who is granted a leave of absence under the provisions of this Article shall not be eligible for any of the payments set forth in Article 15 (Temporary Leaves of Absence) of this Agreement while on such leave.

J. Leave for Continuing Education

1. Employees may be granted continuing education leave of absence, with or without pay, for a period not to exceed two (2) years, for purposes of education, travel, or other professional activities which, in the judgment of the Superintendent, are in the best interests of the District and the teacher involved. At the conclusion of such leave of absence with pay, a teacher shall return to service with the District for a minimum period equal to the duration of the leave. In the event of the teacher's failure to meet this obligation, such monies as have been paid to the teacher by the District while on such leave of absence shall be repaid to the District on a pro rata basis, unless the District waives repayment. This provision shall not apply when, for physical or other reasons beyond his/her control, the teacher is incapable of further service.

2. There are no restrictions on individual eligibility for continuing education leave, but there shall be a general limitation whereby no more than one percent (1%) of the total certificated staff may be on continuing education leave at any one time.

3. The Superintendent shall be guided, but not bound, by the following, in the administration of this Article:

- a. As a general rule, after seven (7) or more years of service in the District a teacher may apply for and be granted a leave with full pay for a period not to exceed one (1) semester; or half pay for a full school year;
- b. Applicants must file a statement indicating the specific purpose for which such leave of absence is desired;
- c. Grants and scholarships shall not be deductible from salary received while on such leave. Other monies may be deductible;
- d. Evaluation of applications for continuing education leave of absence should be according to the following criteria:
 - educational value to the District;
 - educational value to the individual concerned;
 - type of research, study, or travel planned;
 - in cases of equally meritorious applications, length of service in the District should be the deciding factor.
- e. Applications for continuing education leave should be postmarked or hand delivered to the Personnel Department not later than February 1st; the applicant should be notified of approval (or disapproval) not later than March 1st.

The February 1st date also applies to employees desiring a one-half (1/2) year continuing education leave during the fall semester. Those applying for a one-half (1/2) year continuing education leave for the spring semester must similarly submit applications by October 1st, with notification to be made not later than November 1st.

- f. Employees on continuing education leave will receive only the salary adjustment approved in advance by the Director of Personnel after completing the leave.

4. In the event the purpose of a paid continuing education leave is frustrated, and cancellation of the leave becomes necessary, the following provisions shall apply:

- a. Personal illness - The regular sick leave policy shall apply in the same manner as if the teacher were in active service in the District, with the exception that Article 15D (Temporary Leaves of Absence) shall not apply;
- b. Cancellation of Program - In the event of cancellation or termination of the program, the teacher shall be returned to the first available vacancy for which he/she is qualified. During the interim, if any, he/she will continue to receive full pay and benefits until such vacancy occurs, provided he/she accepts assignment to other professional duties for which he/she is qualified.

5. The provisions contained in the continuing education leave section shall apply only if a teacher carries out and completes in a reasonably successful manner the stated intent of such leave. Should a teacher fail to substantially comply with the details outlined in the approved application for leave, the District may require the repayment of all wages and fringe benefits paid while on leave of absence.

K. Leave for Personal Reasons

1. Any employee, upon written request, and upon the approval of the Superintendent, may be granted an unpaid leave of absence of up to three (3) years for personal reasons, including primary care for an elderly person for whom the teacher is responsible. Such personal leave shall be applied for and taken one (1) year at a time.

2. Extensions of such leave may be granted at the discretion of the Superintendent.

L. Extended Personal Illness Leave

1. Any teacher whose personal illness extends beyond the period of accumulated and extended sick leave will, upon written application and approval of the Superintendent, be granted an unpaid leave of absence for such time as is necessary for complete recovery from such illness, up to a maximum of four (4) years. Such request for leave of absence shall be granted for up to one (1) year and must be supported by a physician's certificate. The leave may be renewed and each subsequent request for renewal shall also be supported by a physician's certificate. At the end of four (4) years, the teacher's employment may be terminated, subject to the applicable tenure provisions of the New York State Education Law.

2. Employees returning to active teaching after such leave will, upon request, furnish the Board with a doctor's certification indicating fitness to return to full employment.

3. Employees exhausting accumulated sick leave who are ill but do not request personal illness leave of absence may be placed on inactive status for a period not to exceed (4) years and then dismissed for neglect of duty, subject to the applicable tenure provisions of the New York State Education Law.

M. Child Bearing* and Child Rearing Leave

1. An employee who becomes a parent shall be entitled to a leave of absence of up to two (2) years, without pay or increment, up to one (1) year at a time. Application for said leave shall be accompanied by a statement from the teacher's physician confirming the pregnancy. The leave may be for a period of less than one (1) or two (2) years' duration so as to conform to the individual circumstances of each case.

2. Probationary employees returning from child rearing leave granted under this section for or within the maximum period for any one pregnancy shall be credited with the probationary period already served. Any probationary teacher returning from a leave in excess of three (3) years shall be required to serve a probationary period of at least one (1) year, regardless of the length of the probationary period already served prior to that leave.

* See also, Section 15 B 2.

3. If, during the period of any such leave granted hereunder, the employee accepts other employment, the District reserves the prerogative of recalling the employee to service.

N. Child Care Leave

1. Any employee shall be granted, upon written application, a child care leave of up to two (2) years. Such leave will be granted without pay or step increase and shall be granted for periods of up to one (1) year at a time.

2. In the event that both father and mother are employed by the District there shall not be a duplication of childcare and/or child bearing leave, and only one (1) individual shall be granted leave at any one time. If one spouse is not an employee of the District, and remains at home to care for the infant, child care leave shall not be granted to the employee of the District, unless he/she can prove to the satisfaction of the District there are exceptional and medically compelling circumstances which require the employee to remain at home.

3. Child care leave provided for in this subsection shall also be available in cases of adoption.

4. If, during the period of any such leave granted hereunder, the employee accepts other employment, the District reserves the prerogative of recalling the teacher to service.

O. Military Leave

Military leave of absence for employees shall be granted pursuant to New York State Military Law and any other State or Federal statutes which may apply. Such military leave of absence shall be granted to any teacher while engaged in the performance of ordered military duty while going to and returning from such duty, as provided by law, except the term “ordered” shall not include those instances where the leave is as a result of employee contrivance, whether by planned acquiescence or other means, direct or indirect, to arrange for such duty to be taken at a time when it is not actually required by the military and/or inconvenient to the needs of the District. Absence of a teacher, pursuant to this paragraph, during time of national emergency shall not constitute an interruption of continuous employment. A teacher returning from military leave of absence shall be entitled to full military service credit then allowed for salary purposes to new applicants for positions in the District. All provisions of this subsection shall be amended in accordance with any changes in Federal or State legislation which delimit any of the above provisions. See Article 15J (Temporary Leaves of Absence).

P. Leave for Peace Corps, V.I.S.T.A., Teacher Corps, Exchange, Overseas

A leave of absence not to exceed two (2) years may be granted to any teacher who joins the Peace Corps, V.I.S.T.A., Teacher Corps, or who serves as an exchange or overseas teacher on a full-time basis. When on teaching assignment under this paragraph, increments shall be earned as if there had been no break in service.

Q. Leave for Illness in Immediate Family

Any tenured employee may secure a leave of absence when sufficient evidence has been presented that an emergency exists due to illness in the employee's immediate family. The duration of the leave may be for less than one (1) school year and may be renewed for not to exceed two (2) consecutive years provided, however, a leave of absence for less than one (1) school year pursuant to this paragraph is subject to the same limitations with respect to return to duty, as set forth in Sections C and H of this Article.

R. Leave for Campaign for, or Service in, Public Office

The Board may, in its discretion, grant an unpaid leave of absence to any employee to campaign for, serve in, or continue to serve in, a public office. Upon return from such leave this service shall be evaluated for related service credit on the salary schedule. Any determination made, however, shall be at the discretion of the Director of Personnel.

ARTICLE 17
FREEDOM FROM NON-INSTRUCTIONAL RESPONSIBILITIES

A. Expectations

The Board and the Association acknowledge the basic responsibility of a teacher is effective teaching and, insofar as it is practical to do so, the organization of the school day should reflect this objective. Although employees may be expected to perform duties and responsibilities which are not related to teaching, per se, but are necessary for the orderly and efficient operation of individual schools, the District recognizes such duties should be distributed as equitably as the circumstances of individual schools permit. Out-of-door duties which are not related to actual teaching shall not be assigned in a manner which is inconsistent with the current practice unless unusual or special circumstances exist. In the event the Association believes the spirit and intent of this provision is being abused in any particular school, it shall have the recourse to administrative review by the Director in charge of the division in question and the right of appeal to the Superintendent.

B. Student Attendance

The District and the Association agree to study the problem of student attendance record keeping, with the objective of relieving each teacher of as much of the clerical responsibility as is consistent with adequate attendance and census administration.

C. Clerical

Present efforts by the District to relieve all employees of as many clerical tasks as practicable, including the scoring of standardized achievement tests, shall be continued. The District and the Association agree to work together to increase this effort to the extent to which relief from clerical responsibilities is consistent with sound educational practice.

ARTICLE 18
FRINGE BENEFITS

A. Payroll Deduction Plans

The District and the Association agree to study any additional payroll deduction plans which the Association desires to implement at a time mutually agreeable to both parties, if such plans can be handled on existing equipment in the District, in an economical manner, and are legally permissible. No payroll deduction initiated by a teacher shall be processed in an amount less than One Dollar (\$1.00) per check.

B. School Function Passes

Each teacher shall be granted, on request, a pass for school functions in the District for which admission is charged. Passes shall be available through each school office.

C. Health and Dental Benefits

1. The District will provide health benefit coverage for eligible employees pursuant to the Syracuse City School District Health Insurance Program.

The employee payroll deductions are based on the premium equivalent rate (PER) established for each school year and the corresponding wage level.

The actual PER will be established for each year (2009-2010, 2010-2011 and 2011-2012) on September 1st.

The health insurance rates will be published in the Administrative Bulletin and posted on the SCSD and STA's web pages.

The employee payroll deductions for 2009-2010, 2010-2011 and 2011-2012 are stated as the maximum amount on Schedule A.

2. Retiree health benefit eligibility shall be fifteen (15) years in the Syracuse City School District effective July 1, 2010 for members hired after September 28, 2007. Members hired prior to September 28, 2007 shall continue to be eligible for the Retiree Health Benefit after ten (10) years in the Syracuse City School District.

Individual benefits – under 65	Medicare B Rate to the District
Individual 65 or older	Medicare B Rate to Medicare
Family benefits – all under 65	Medicare B Rate to the District
Family benefits with at least one 65 or older	Medicare B Rate to Medicare

- a. Retirees under the age of 65 must pay a premium cost equal to the cost of the Medicare B rate directly to the District. As the Medicare B rate changes, so will the retirees' contribution to the Health Plan;
- b. Retirees over the age of 65 are responsible to apply for and pay for Medicare B coverage (primary) with the Medicare B provider. At such time, district provided coverage under its plan will become secondary.

Employees will contribute payroll deductions to the cost of District provided health care benefits based upon the employee's wages as of July 1 (see Appendix H – Health Insurance Rate Chart).

3. Vision Care: effective July 1, 2008 the District will pay \$185 per employee per year to the STA Benefit Fund. Effective July 1, 2011 the District will pay \$195 per employee per year to the STA Benefit Fund.

4. Prescription Coverage: a \$6, \$18 and \$35 generic/brand/non-preferred co-payment shall be charged on the District's mail order prescription drug plan.

5. Office Visit Co-Pays: The co-pay on medical provider visits will be \$9.00.

6. Annual Deductibles: The current deductible of \$75 for individual and \$225 for family shall remain in effect. The current emergency room co-pay of \$35 shall remain in effect. The in-patient co-pay of \$100.00 shall remain in effect.

7. Dental Benefits: The District will provide dental benefits as negotiated by the parties for eligible employees pursuant to the Syracuse City School District Dental Assistance Plan. With regard to the Plan, the District will assume all costs of such a program except for the following employee monthly contributions:

Effective:	Individual coverage:	Family coverage:
2008-2009	\$10.00	\$26.00
2009-2010	\$11.00	\$28.00
2010-2011	\$12.00	\$30.00
2011-2012	\$13.00	\$32.00

8. Colonoscopy Screening: Partial payment for colonoscopy screening for members age 55-64 years of age will be covered beginning July 1, 2006 and will continue through June 30, 2009. The District plan will be amended to include 50% payment up to \$500 for one (1) screening every ten (10) years per covered eligible person. This benefit will be reviewed annually. Other colonoscopy testing under conditions acceptable to the plan will continue to be covered. (For informational purposes, this benefit is covered under Medicare).

9. Domestic Partner Benefit is described in the Summary Plan Document.

10. Review Committee: Representatives of the District and the Association shall meet periodically with the District's current Benefits Plan Administrator and consultant for the purpose of agreeing on matters relative to claims administration, benefits structure, levels of contributions, and such other concerns as may be brought before the group for resolution and which are considered essential to the welfare of the program. This group shall also study and research other benefits that could be cost effective and/or beneficial to employees.

11. Eligibility for coverage: For any teacher hired before July 1, 1978, eligibility shall be determined under the administrative regulations of the benefit plans and no teacher who fails to qualify under the rules of the plan shall have the benefits of the health and/or dental insurance program. Any teacher hired after July 1, 1978, must, in addition to these eligibility requirements, be employed in the bargaining unit to regularly work twenty-five (25) or more hours per week. No grievance shall be entertained, nor shall any arbitrator have the power to award redress, which would require the District to pay any health or dental insurance benefit which is disallowed by the present Plans or any successors thereto. This provision shall in no way be construed as preventing the teacher from taking such action as may be deemed necessary against the plan if the teacher feels any determination made by the plan regarding eligibility is inappropriate.

12. Dual Employee Family Benefit Coverage: In the event that both husband and wife are eligible employees of the District, the rate of contribution for family benefits shall be based upon each employee's contribution level as determined above in Article 18C1 (Fringe Benefits).

13. Coordination of Benefits: In the event any member of the Unit, or his/her dependent, is eligible for benefits under another health plan and receives benefits there under, and the current plan or any future plan of the District insurance has a coordination of benefits provision, the District shall not be liable to make duplicate payments of benefits which have already been paid by such other plan and which the District's plan did not pay.

D. Flexible Benefit Plan

The District will maintain, at no cost to the employee, a flexible spending benefit plan pursuant to Section 125 of the Internal Revenue Code, with operating procedures determined by the District in accordance with IRS regulations. This plan may be used for favorable income tax treatment of the employee's health and dental premium contributions, deductibles, co-insurance amounts, other unreimbursed medical expenses, and dependent care assistance.

E. Retirement Stipend(s)

1. Teachers who upon retirement under the terms of the New York State Teachers' Retirement System shall receive a stipend of Thirty-Seven dollars (\$37.00) times the number of accumulated sick days.

2. A teacher who is age 55 during the school year in which he/she retires, and is eligible to retire under the New York State Teachers' Retirement System, shall be granted a retirement stipend of Eleven Thousand Dollars (\$11,000) or a subsidy as written in the above paragraph whichever is greater.

F. Free Tuition in District for Children of Employees

Members of the Unit actively employed in full-time employment positions, may have their children or legal wards attend schools within the Syracuse City School District without payment of tuition regardless of the legal residence of the employee. This privilege shall be extended to all children of legal school age who have not graduated from an approved high school and shall be continued unless it is determined through due process that the student's enrollment is not in his/her best interests. School assignment will be consistent with the District's regular student assignment policies. Transportation to and from school shall be the sole responsibility of the individual student's parent or legal guardian and not subsidized by the District.

G. District Child Care

The District agrees to continue its current level of support toward the operation of early childhood education centers for pre-school-age children of Unit employees. Such support is contingent on enrollment sufficient to justify the center(s). Subject to the foregoing, the

Syracuse Teachers Association, the District, and the pre-school provider shall enter into an annual agreement regarding the operation of the center(s) and rules and regulations related thereto.

ARTICLE 19

INSTRUCTIONAL SUPPLIES, MATERIALS AND EQUIPMENT

A. Educational Materials

The Board recognizes that appropriate texts, workbooks, supplementary materials, library reference facilities, maps and globes, laboratory equipment, shop equipment, audiovisual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar supplies and equipment, are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection, quality and use of such educational tools, and the Board will promptly undertake the implementation of all joint decisions made by its representatives and the Association within the budgeted amounts appropriated therefore. The Board agrees to at all times keep the schools reasonably equipped and maintained, as provided in the annual budget.

1. Each school should have:

- a. Adequate chalkboard and bulletin board space in every classroom;
- b. Copies, exclusively for each teacher's use, of all texts and, where available, teachers' editions and manuals used in each of the courses to be taught;
- c. A dictionary appropriate to classroom needs in each classroom in grades 7 through 12;
- d. Adequate attendance books, paper, pencils, pens, chalk, erasers, and other subject material required in daily teaching responsibility;
- e. Sufficient duplicating, typing, and copy equipment, kept in good operating order, and appropriate supplies for such equipment.

1. The District agrees to provide high speed, high volume (for example: Risograph) copiers for teacher use as follows:

a. For elementary schools:

- i. Elementary schools with student bodies of 599 or fewer shall be provided with one (1) high speed, high volume copier and sufficient related supplies;
- ii. Elementary schools with student bodies of 600 or more shall be provided with two (2) high speed, high volume copiers and sufficient related supplies.

b. For middle schools:

- i. Middle schools shall be provided with high speed, high volume copiers;
- ii. Sufficient related supplies.

B. Individualized Education Plan

The District shall have available to all special education teachers a computerized program (including necessary related equipment and supplies) to assist in the preparation of Individualized Education Plan (IEP's) and other related mandated reports.

ARTICLE 20
BUILDING FACILITIES

A. Facility Requirements

1. Space in each classroom in which employees may safely store instructional materials and supplies.

2. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials.

3. An appropriately furnished room to be reserved for the exclusive use as a faculty lounge. Said room will be in addition to the aforementioned teacher work area. Responsibility for furnishings is that of the Board.

4. A separate desk with lockable drawer space for every teacher in the District.

5. For each teacher regularly assigned to a school building, a desk or other equivalent facility for his/her personal use, as close to his/her teaching station as practicable; it is understood, however, such desk or equivalent facility may be temporarily used by another teacher who is using that particular teaching station.

6. A communication system through which employees can communicate with the main office in the building from their classrooms shall be installed in all buildings.

7. Well-lighted, clean, teacher restrooms, with assurance of privacy.

8. Suitable closet space for each teacher to store personal items.

9. Employees shall have access to a school phone in each building. It is understood and agreed that the purpose of this paragraph is to permit a teacher to attend to school business or personal matters which cannot be accomplished during other than normal working hours.

B. Health & Safety

1. The facilities and utilities of each school building should be maintained in a safe, healthful, and sanitary condition. In those situations where it is necessary to utilize leased facilities the District will maintain such conditions insofar as it is able to do so.

2. It is the policy of the Syracuse City School District to provide a safe and healthy work environment for all employees and to comply with all local, state and federal statutes, guidelines, and regulations relating to the work environment and infection prevention and control. In so doing, it shall continue to effectuate and implement regulations promulgated pursuant to the Occupational Safety and Health Act (OSHA) and the New York State Public Employee Safety and Health Bureau (PESH), as amended from time to time, with regard to the general issue of infection control and those measures to be taken to prevent and treat the various forms of infection to which employees may be exposed.

2. The District's Health and Safety Committee will meet regularly to discuss health and safety issues. The District will develop a standard form for reporting health and safety concerns and issues to the District's Facilities Department. The Facilities Department shall promptly address such issues and concerns. The Facilities Department shall also share the reports, and the actions taken, with the District's Health and Safety Committee.

C. Parking

The Board should provide free parking for employees at all schools.

ARTICLE 21
SUMMER SCHOOL AND ADULT EVENING SCHOOL

A. Summer School

1. In so far as possible, no summer school position shall be filled by a teacher not regularly employed by the District if there is an equally qualified applicant for such a position who is regularly employed by the District.

2. A teacher who has filled a summer school position and performed satisfactorily as shown in the formal performance appraisal, which shall be filed in the Personnel Department by the summer school principal, shall have priority consideration for appointment to any position for which he/she is qualified by virtue of summer school experience and certification. It is also understood, however, every effort shall be made to appoint only the best qualified candidate for each position.

3. In so far as possible, notification of summer school courses to be taught shall be sent to all schools in the District by February 15th. Such notification shall be made by means of publication in an official School District communication. Said communication shall be distributed to each building and promptly posted by the District on the faculty bulletin board. The weekly *Administrative Bulletin* published subsequent to the above notice shall contain a

statement to the effect the list of summer school courses has been distributed to each school and identify the deadline for submitting applications.

4. Application forms for summer school positions shall be sent to all schools by February 15th.

5. The last date for submission of completed application forms for summer school positions shall be March 15th. Notification of this date will be made in accordance with Subparagraph 3, above. In addition, this deadline date shall be shown on the School Calendar.

6. Whenever practicable, notification of provisional employment shall be sent not later than April 15th to those teachers to be recommended for appointment. For purposes of this Paragraph, provisional employment means appointment to a position contingent upon enrollment in the course at a minimal level required for that course to be offered. A provisional appointment shall terminate if the appointee resigns his/her regular position in the District. All applications for summer school shall carry a statement of the teacher's intent to return to the District the following September. Once a summer school assignment has been accepted, the teacher shall immediately withdraw any application for other positions which may be active at the same time and shall not initiate application for any other summer employment subsequent to accepting appointment to summer school. Exceptions to this paragraph may be made with the approval of the Superintendent when, in his/her judgment, such exception is in the best interests of the District.

7. When the number of applicants for summer school positions exceeds the number of positions available, the best qualified applicant shall be selected.

8. In selecting new summer school teachers, the administration shall consider the teacher's area of competence, major and/or minor field(s) of study, teaching performance, record of attendance, years of service in the District, and the number of prior applications for summer school positions.

9. In the event summer school is officially closed by the Superintendent, and a session or sessions require rescheduling, no additional compensation shall be paid to any teacher for the hours worked as a result of said rescheduling.

10. a. Summer school teachers who are regularly employed by the District shall be allowed to use one (1) day of previously accumulated sick leave during each summer of summer school employment. There will be one (1) paid leave day which may be used for sick leave or emergency personal leave with a statement of the emergency (e.g. home pipes burst, child sick, etc.) or bereavement of an immediate or non-immediate family member;
- b. There will be four (4) additional paid leave days for bereavement of an immediate family member. The Superintendent or his/her designee may on a case by case basis grant additional day(s);

- c. Excused absences during summer must be granted by the Superintendent or his/her designee.

11. Specific UTC language is found in Appendix E.

B. Adult Evening School

1. Insofar as practicable, no adult evening school position shall be filled by a teacher not regularly employed by the District if there is an equally qualified applicant for such a position who is regularly employed by the District.

2. A teacher who has filled an adult evening school position and performed satisfactorily, as shown in the formal performance appraisal which shall be filed in the Personnel Department by the adult evening school principal, shall have priority consideration for appointment to any position for which he/she is qualified by virtue of adult evening school experience and certification. It is also understood, however, every effort shall be made to appoint only the best qualified candidate for each position.

3. Adult evening school teachers whose classes do not meet because of emergency administrative decisions shall be paid for those evenings when they did not teach because of an emergency.

4. In the event adult evening school is officially closed by the Superintendent and any session or sessions are rescheduled, no additional compensation shall be paid to any teacher for the hours worked as a result of said rescheduling.

5. In the event the Superintendent, pursuant to the terms of this Agreement, grants an excused absence with pay to an evening school teacher who also teaches in day school, such teacher shall receive both day school and adult education pay for the period of the paid excused absence provided, however, the fact he or she was scheduled to teach in evening school was made clear to the Superintendent in the teacher's written request for a paid excused absence from day school.

C. Special Summer School and Night School Committees

Two (2) separate committees shall be established to study the summer school and the adult evening school needs. Each committee will be composed of three (3) teachers and not more than three (3) administrative personnel. They shall study all aspects of the evening and summer school programs including, but not limited to, course offerings, discipline, minimum attendance requirements, and calendar.

The committees will recommend proposals for strengthening the evening school and summer school operations. Recommendations will be made to the Association and the Superintendent.

ARTICLE 22
ASSOCIATION AND BOARD RIGHTS

A. School Leadership Team

1. The School Leadership Team (SLT) shall be representative of all stakeholders in the school community. The School Leadership Teams shall be represented based upon the following matrix:

Elementary School	No more than eight (8) STA members
Middle School	No more than eight (8) STA members
K-8 School	No more than ten (10) STA members
High School	No more than thirteen (13) STA members

Each school may determine the constitution of this team above and beyond the following minimum required members:

- a. The school principal and administrative team;
- b. The elected chief Association representative and at least three (3) other STA members elected to staggered two (2) year terms and preserving a teacher majority;
- c. Two (2) parents;
- d. Additional representative membership, preserving a teacher majority and determined by individual building staff. Additional members will be selected by their constituent groups and serve two (2) year terms.

The Association and the District shall execute a Memorandum of Understanding detailing the terms, conditions, and methods of planning and training required for implementing the School Leadership Teams.

2. Duties:

School Leadership Teams should operate collaboratively, model effective communication, support staff in the implementation of decisions about instructional practice (including curriculum and assessment consistent with Board policy and administrative procedures), school initiatives, and professional development. The SLT and its members shall:

- a. Meet at least once a month;
- b. Serve on at least one (1) of the three (3) other school-based subcommittee (Instruction and Professional Development, Labor Management, Behavior and Discipline);
- c. Develop, implement, and monitor the School Improvement Plan that will be used to drive instruction to meet State Standards/Benchmarks. As part of this work, the SLT shall:
 - Analyze relevant data;

- Identify root causes for areas of deficit;
- Establish building-wide communication throughout the planning process;
- Disseminate the final plan prior to the start of the school year
- Form and implement the Instruction and Professional Development Team;
- Form and implement the Labor Management Team;
- Form and implement the Behavior and Discipline Team;
- Receive, discuss and disseminate all team reports;
- Report to the Superintendent and/or a designee and the Association;
- Make formal requests and recommendations to the Superintendent and/or a designee.

3. SLT members will receive compensation at the professional committee hourly rate not to exceed 24 hours per fiscal year.

4. All input is valuable and advisory to the Principal. Decision-making will use a consensus model. In the event that the group fails to reach consensus the Superintendent or his/her designee and the Union President will hear the issues. If they fail to reach an agreement, the Superintendent shall make the final decision.

5. There may be a need for other teams in the school. They should serve on an Ad Hoc basis and report to the School Leadership Team.

B. Labor Management Team

The principal and other administrators of each school shall meet monthly with the Labor Management Team to discuss school operations and questions relating to the implementation of this Agreement. These meetings shall be held during non-instructional time but, if held during the regular school day, shall not result in loss of pay to the employees. Any meeting of the Labor Management Team shall not take place during a teaching period of an employee of the committee except in the event of an emergency. The Labor Management Team shall consist of the elected chief Association representative and one other Unit 1 member and one (1) member from Unit 1 or any other STA bargaining unit, selected or appointed in a manner to be determined by the Association by laws. Proposed changes in existing building policies and procedures, staffing ratios, and new policies and procedures for each school shall be appropriate subjects for discussion at such meetings. The Labor Management Team shall report monthly and make recommendations to the School Leadership Team. Any changes in such policies and procedures shall be consistent with the terms of this Agreement. Labor Management Team members receive no additional pay.

C. Instruction and Professional Development Team

The Instruction and Professional Development Team shall meet monthly, preserve a teacher majority, include at least one elected STA representative, and no more than nine (9)

individuals which may include one (1) non-unit 1 staff member. Members of the Instruction and Professional Development Team receive no additional pay.

The Instruction and Professional Development Team shall:

1. Summarize Individual Professional Growth Plans for the building;
2. Develop School Improvement Plan professional development addendum;
3. Advise on the use of building staff development funds;
4. Evaluate effectiveness of professional development at building level;
5. Support the Alternative Evaluation Process of the Model for Practitioner Evaluation – Alternative Evaluation Process;
6. Each building shall design a process for staff development reflecting a variety of professional development opportunities, such as job-embedded opportunities and support, site-based in-service courses, use of discretionary in-service days, mentoring, peer coaching and observation, focus groups, team collaborations, visitation days, teacher leaders/experts, action research and/or online professional development;
7. Identifies professional development priorities based on the above information in order to:
 - a. Clarify content;
 - b. Determine audience;
 - c. Set time frame;
 - d. Choose delivery method;
 - e. Recommend trainers.
8. Implement and monitor District professional development at the building level;
9. Acts in an advisory capacity to the School Leadership Team.

D. Behavior and Discipline Team

1. No later than April 1st of each school year, the School Leadership Team shall establish a representative Behavior and Discipline Team. Such team shall preserve a teacher majority, include at least one elected building representative for the Association, and no more than nine (9) individuals. The team will use the District Student Behavior Code to develop or amend building procedures for student behavior in that school for the following school year. It shall also be charged with determining how the Student Behavior Code will be implemented including the responsibilities of both members and building administrators. The Team shall submit both plan and implementation procedures to the School Leadership Team prior to April 15th of the school year. The School Leadership Team will submit both plan and implementation procedures to the teaching staff for a vote of approval prior to May 15th of the school year.

2. If such procedures fail to receive approval by a two-thirds vote of the teaching staff, they will be referred back to the Behavior and Discipline Team, which shall make recommendations for changes and adjustments to the original procedures.

3. A revised set of Building Procedures for Student Behavior shall be submitted to the teaching staff for a second vote prior to June 5th.

4. During any period when approval is not achieved, and until such time as it is achieved, the current implementation procedures shall be operative. In the absence of such building procedures, the District code will prevail.

5. Upon approval of the Building Procedures, copies which will reflect the date and count of the vote shall be sent to the Superintendent and/or a designee and the STA President and/or designee.

6. Such implementation procedures shall be a standing item on the monthly agenda of the School Leadership Team. The School Leadership Team minutes will reflect any discussion, or the lack thereof, pertaining to implementation procedures.

7. Behavior and Discipline Team members receive no additional pay.

E. Task Forces

The Superintendent will establish and/or continue the following Task Forces: the High School Task Force, the Middle School Task Force, the Elementary School Task Force, and the Curriculum Task Force. They shall review and address issues relating to education in each of these areas. The Task Forces shall be structured as follows:

1. Members of the task forces will be jointly selected;
2. Unit members will be paid hourly (extension of service rate) for meetings and such other services as agreed upon;
3. A specified scope of work and timeline shall be identified, including maximum number of hours determined by the Superintendent;
4. Shall make decisions using a consensus model. In the event that the group fails to reach consensus, the Superintendent or his/her designee and the Union President will hear the issues. If they fail to reach an agreement, the Superintendent shall make the final decision.

F. Association President

The President of the Association shall have no teaching or extracurricular assignments but shall retain the option to teach a minimum of one (1) instructional period. When it is necessary for the President of the Association or a designee to engage in Association activities directly related to Association representation of members which cannot be performed other than during school hours, the President or a designated representative may, after consultation with the Superintendent or a designee, be allowed to visit schools to investigate working conditions, teacher complaints, problems, or for other purposes relating to Association affairs. Upon the arrival of the President or a representative at any school, the principal, or a representative, shall confer with the President in order to facilitate the purpose of the visit. Whenever possible, the

President shall give advance notice of a visit, and, on arrival, report his/her presence to the office.

G. Association Attendance at Meetings

Whenever representatives of the Association are mutually scheduled by both parties to participate during working hours in conferences, meetings, or collective bargaining negotiations, they shall suffer no loss of pay. If negotiating sessions between the District and the Association are scheduled during a school day by mutual agreement, representatives of the Association, in number not to exceed eight (8), will be relieved from all regular duties without loss of pay and as necessary in order to permit their participation in such meetings. A Faculty Representative, member of the Grievance Committee, or other representative designated by an aggrieved teacher to attend a grievance hearing during a school day will, upon timely notification to the Superintendent, be released without loss of pay and as necessary in order to permit participation in a formal grievance proceeding. A substitute teacher will be assigned, when possible and necessary, to cover all duties of said teacher. The aggrieved teacher, and any other teacher appearing in a grievance hearing as a witness will be accorded the same right.

H. Reports at Faculty Meetings

The Association shall be given an opportunity to present reports and announcements at building faculty meetings, but no teacher shall be required to remain for that portion of the meeting.

I. New Teacher Orientation

The Association shall be given an opportunity to schedule a one-hour meeting for all new employees during the orientation program. No other activities shall be scheduled during this period. The Association shall be provided with a mailing list of newly hired employees as soon as possible, as well as a supplemental monthly list upon request. The District and the Association will jointly plan a new teacher orientation to be held prior to the beginning of the school year.

J. New Programs

When new projects or proposals are developed, they should conform to provisions of the existing Agreement. Where required for purposes of obtaining project approval by State or Federal agencies to draft a proposal which has provisions inconsistent with the existing Agreement, the proposal shall be submitted to the Association for review prior to final submission for funding. Any member of the Unit employed to work under the terms of such a proposal shall execute a Memorandum of Understanding, which shall be provided by the Board and clearly set forth exceptions to the Agreement under which they will be working, prior to his or her official appointment to the position in question. The Association shall be provided with copies of all such Memoranda, when executed.

K. Notice of Resignation

Pursuant to the applicable provisions of the New York State Education Law, any regularly assigned teacher who desires to terminate his/her services shall file a written notice of termination with the Superintendent at least thirty (30) days prior to the date of such termination of services.

L. Employee Health

Continued employment by the District implies good physical and mental health. The Board reserves the right to require personnel to present satisfactory reports on the status of their mental and physical health, pursuant to § 913, or any other applicable provisions of Education Law.

ARTICLE 23
TEACHER-ADMINISTRATOR LIAISON

A. Faculty Meetings

Except in emergency situations, employees shall be notified of faculty meetings at least twenty-four (24) hours in advance. The agenda shall be available and given to the employees when a faculty meeting is called.

B. Salary Check Distribution

Employees' salary checks and payroll documents shall be contained in a sealed envelope and distributed in a manner which assures privacy, security, and confidentiality.

C. Charitable Contributions

Charitable contributions collected from employees shall be purely voluntary, enclosed in a sealed envelope, and delivered without being opened, to the office of the involved institution for accounting and recording purposes. Charitable contributions shall not be a matter of school record.

D. Attendance Recording

Principals may establish any appropriate means for recording the presence of each employee each day, but employees shall not be required to record their exact time of arrival or departure.

E. Visitors

All schools shall establish and enforce a pass system for visitors. No teacher should be interrupted during regularly scheduled teaching periods to confer with a parent or by any visitor, except in unusual or emergency situations and then only with the authorization of the principal.

F. Superintendent/Association Meetings

Representatives of the Association shall meet with the Superintendent and such other administrators as he/she may designate, according to a schedule mutually agreed upon, to review and discuss current school problems, practices, and the administration of this Agreement.

G. School District Information

1. The Association shall be furnished with twenty-five (25) copies of the School District Directory.

2. The Association will, upon written request, be furnished with the names and addresses by school of members of the Unit.

H. Student Teacher Eligibility

A minimum of three (3) years teaching experience may be required for a teacher to qualify to have a student teacher, unless an exception is authorized by the Personnel Department. Special authorization from the Personnel Department is required for any teacher to have more than one (1) student teacher in a school year.

I. University Vouchers

In those instances when university course vouchers are made available to the Syracuse City School District, the disposition of these vouchers shall be determined through a procedure and criteria jointly agreed to by the Association and the District.

ARTICLE 24
USE OF SCHOOL FACILITIES

A. Association Use

The Association will have the right to use school buildings, without cost, for meetings and at reasonable times. The Association will pay for additional custodial costs involved and apply for a permit through the Facilities Office.

B. Bulletin Board

There will be at least one (1) bulletin board in each school building for the exclusive use of the Association.

C. School Mail

The Association may use the school mail service and teacher mailboxes for communications. Announcements of meetings, when required by the Association, shall be listed in the weekly Administrative Bulletin.

D. School Equipment

Use of school equipment will be permitted as long as this does not interfere with the instructional program. It is understood the Association will pay for all supplies in connection with the use of such equipment, and assume full and complete responsibility for the repair and/or replacement of any equipment damaged as a result of such usage.

E. Exclusive Use

No organization representing, purporting to represent, or seeking or attempting to represent the members in the Unit shall have the use of any bulletin board or the school communication media other than the Association, except during periods of challenge of the representation status of the Association as provided by law.

ARTICLE 25
DUES DEDUCTION

A. Dues

Dues deductions, as provided in Article 2A1C (Recognition) will be made for members of the Association in accordance with the conditions set forth in an annual memorandum to the Association at the beginning of each school year.

B. Agency Fee

The District shall deduct from the salary of employees in the bargaining unit who are not members of the Association an amount equivalent to dues levied by the Association in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York. The Association hereby affirms it has adopted the procedure for refund of agency fee deductions as required in § 3 of Chapters 677 and 678 of the Laws of 1977 of the State of New York.

C. Other Deductions

Consistent with, and as set forth in Article 18A (Fringe Benefits), and when properly authorized in writing by the teacher, payroll deductions shall be made by the District for any one or more of the following: Credit Union, Payroll Savings, Tax Sheltered Accounts, United Way/Combined Health Appeal, VOTE/COPE, NYSUT Benefit Trust, Savings Bonds, Little Apples Child Care, and any others which the parties mutually agree upon in writing.

ARTICLE 26

GRIEVANCE PROCEDURE

A. Declaration of Purpose

The purpose of this Grievance Procedure is to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of employees through procedures under which they may be presented free from coercion, interference, restraint, discrimination or reprisal, and by which the Board and its employees are afforded adequate opportunity to dispose of their differences by procedures available within the District.

B. Definitions

1. For the purpose of this Agreement, and except as hereinafter set forth in Article 13C (Students with Disabilities), a “grievance” shall be defined as a dispute or controversy involving the interpretation and/or application of the express terms of this Agreement. It is understood and agreed that this Article shall not be a substitute for any other appropriate action or conditions of this agreement. However, in the event any employee elects to invoke such alternative statutory relief it shall be considered to be a waiver of the right to grieve under this Article.

2. “Supervisor” - any Supervisor including building administrators responsible for the area in which a grievance arises, except for the Superintendent.

3. “Superintendent” - the Superintendent of Schools.

4. “Association” - the Syracuse Teachers Association.

5. “Representative” - a representative of the Syracuse Teachers Association.

6. “Aggrieved party” - any employee(s) in the Unit filing a grievance.

7. “Party in interest” - the Grievance Committee of the Association and any party named in a grievance whom is not the aggrieved party.

8. “Hearing Officer” - any individual or board charged with the duty of rendering decisions at any stage on grievances. The hearing officer, at all times, shall have the right to question witnesses.

9. “Days” - school days under this Article.

C. Procedures

1. All grievances shall be filed in accordance with the appropriate form. If events or conditions affect a group of employees, the Association may choose to file a consolidated grievance. If a number of grievances arise which contain common questions of fact, they may be

consolidated and processed as one grievance, except where such consolidation may prejudice the rights of any party.

2. The preparation and processing of grievances, insofar as practicable, shall be conducted during hours of employment. All reasonable effort will be made to avoid interruption of work and/or involvement of students in any phase of the Grievance Procedure. There shall be no extra pay to any employee for time spent in preparation and processing of a grievance during non-school hours.

3. The Board and the Association agree to facilitate any investigation which may be required and to make available material and relevant documents, communications, and records concerning the grievance.

4. The grievant and Association shall have the right to be heard at all stages of the grievance process.

5. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants, except for the award of settlement when applicable to the employee.

6. Nothing contained herein will be construed as limiting the right of any employee to discuss any matter informally with any appropriate member of the Administration and having the matter informally resolved without recourse to the Grievance Procedure, provided that such resolution shall not create a precedent binding upon the parties in similar matters.

7. The Superintendent or his/her designee shall be responsible for accumulating and maintaining an official grievance record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes, and/or notes or testimony, as the case may be, written arguments and briefs considered at all stages. The official grievance record shall be available for inspection and/or copying by the aggrieved party, the Association, and the Board, but shall not be deemed a public record.

8. Nothing contained in this Article or elsewhere in the Agreement shall be construed to permit the Association to present, process, or appeal a grievance involving discipline of the employee on behalf of any employee without his/her consent.

D. Time Limits

1. Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.

2. No written grievance will be entertained, and will be deemed waived, unless forwarded at the first available stage within thirty (30) school days after the teacher knew, or should have known, of the act or condition on which the grievance is based.

3. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.

4. Failure at any stage of the Grievance Procedure to communicate a decision to the aggrieved party and/or the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

5. If a grievance is filed within sixty (60) days prior to the end of a school year, the parties shall condense the grievance to provide for the completion of all pre-arbitration stages prior to the opening of school.

E. Stages

1. Stage 1 — Supervisor

- a. An employee and/or his/her representative shall informally discuss the grievance with the supervisor within the thirty (30) day time limit. The Supervisor shall propose a resolution or deny the grievance within five (5) days;
- b. If the grievance is not resolved informally, it shall be reduced to writing and sent to the Supervisor within ten (10) days. Within five (5) school days after the written grievance is received, the Supervisor shall render a written decision to the employee and Association representative;
- c. If the grievance involves a claim to which the supervisor has been informed and which the supervisor lacks the authority to resolve, it may be brought directly to Stage 2.

2. Stage 2 — Superintendent

- a. If the grievance is not resolved at Stage 1, the Association may appeal to the Superintendent within ten (10) days after receipt of the decision from the Supervisor;
- b. Within fifteen (15) days after receipt of the appeal, the Superintendent, or his/her representative, shall meet with the Association to review the relevant facts and circumstances of the grievance. The Association shall have the right to bring the aggrieved employee(s) to this meeting;
- c. The Superintendent or his/her designee shall render a written decision to the Association within fifteen (15) days after the conclusion of the meeting.

3. Stage 3 — Board of Education

- a. If the grievance is not resolved at Stage 2, the Association may appeal the grievance to the Board of Education within ten (10) days of receipt of the

Superintendent's (or designee's) decision. Within twenty (20) days of the receipt of the appeal, a Subcommittee of the Commissioners shall meet with the Superintendent (or designee) and the Association representative to review the relevant facts and circumstances of the grievance. The Association shall have the right to bring the aggrieved employee(s) to this meeting. The Subcommittee shall have the right to have Board Counsel in attendance;

- b. Within fifteen (15) days of the meeting, the Subcommittee of Commissioners shall render a written recommendation to the Superintendent and to the Association;
- c. Grievances involving termination of probationary appointments, grants of tenures and/or commencement of discipline or discharge of tenured/permanent employees shall not be subject to Stage 3, but may be moved directly to Stage 4 when applicable.

4. Stage 4 — Arbitration

- a. A grievance which is not resolved at Stage 3 may be submitted by the Association to an arbitrator for decision. Notice of Demand for Arbitration shall be filed with the Arbitration Association, Public Employee Relations Board or any other agreed to by the Association and District within ten (10) days after receipt of the decision of the Superintendent or, where no decision has been issued as provided herein, three (3) days following the expiration of the time limits specified;
- b. Upon receipt of a list provided by the Arbitration Association, Public Employee Relations Board or any other agreed to by the Association and District, the parties will attempt to mutually designate an arbitrator, and will obtain a commitment from said arbitrator to serve. In the event that the parties cannot agree on an arbitrator from the first list submitted by the Arbitration Association, Public Employee Relations Board or any other agreed to by the Association and District, the parties shall follow the procedure set forth by the Arbitration Association, Public Employee Relations Board or any other agreed to by the Association and District for the designation of the arbitrator;
- c. If the parties mutually agree, an effort may be made to select an arbitrator other than from the Arbitration Association, Public Employee Relations Board or any other agreed to by the Association and District under circumstances where complex educational issues are involved and where technical professional compliance in education seems to both parties essential to a resolution of the dispute;
- d. The selected arbitrator shall hear the matter promptly and issue a decision in accordance with the rules of the Arbitration Association, Public Employee Relations Board or any other agreed to by the Association and District. The arbitrator's decision shall be in writing and set forth findings of fact, opinion and conclusions on the issue(s) submitted. The arbitrator shall limit the decision strictly to the application and interpretation of the

provisions of this Agreement, be limited to the issues or issues submitted for arbitration, and shall be without power or authority to make any decision:

- i. contrary to, inconsistent with, or modifying or varying in any way the terms of this Agreement or applicable law or rules and regulations having the force and effect of law;
 - ii. involving Board discretion or Board policy under the provision of this Agreement, under Board bylaws or under applicable law, except the arbitrator may decide in a particular case based on a provision of this Agreement involving Board discretion or Board policy, whether the Board applied such discretion or policy in a manner which is arbitrarily or capriciously inconsistent with the general practice followed throughout the District is similar circumstances; or
 - iii. limiting or interfering in any way with the powers, duties and responsibilities of the Board under its bylaws, applicable law, and rules and regulations having the force and effect of law.
- e. The decision of the arbitrator, made in accordance with the jurisdiction and authority under this Agreement, shall be final and binding;
 - f. The Board agrees it will apply the decision of an arbitrator sustaining a grievance to all substantially similar situations which occur under the contract provision(s) at issue. The Association agrees it will not initiate or continue or represent any teacher in any grievance which is substantially similar to one which has been denied by the decision of an arbitrator.

F. General Provisions

- 1. The Association and the Board shall share equally all costs arising out of the administration of this Article beyond Stage 2.
- 2. The formal rules of evidence shall not apply in the administration of this Article.
- 3. Any party in interest may receive a copy of any record made at any stage of the Grievance Procedure upon written request and by paying for the cost of reproduction. No full transcript may be required at any stage of this procedure, with the exception of the arbitration stage. The decision as to the nature of the record kept at the arbitration stage shall be at the discretion of the arbitrator. The Association at Stage 2 may file no grievance if it is resolvable at Stage 1. The Association shall not have the right to process such a grievance beyond Stage 1 without exhausting the remedies available at Stage 1.
- 4. All parties in any way involved in the processing of a grievance shall have the opportunity to enter into the record any claim of error in the minutes.

5. The time limits specified in this Article shall commence at the normal hour for the opening of business on the business day next following the event or occurrence, which caused the time period to begin.

6. The Association has the right to initiate or appeal a grievance involving alleged violation of the express terms and conditions of this Agreement.

7. Any grievance based on a complaint that a teacher's salary has been miscalculated, or that the teacher has been denied salary payment to which the express terms of this Agreement entitle him/her, shall be filed directly with the Director of Staff Relations, or his/her designee, and shall next be appealed to the Superintendent. In such cases, the provisions of the general procedures relating to Stage 1 shall apply to the presentation and adjustment of the grievance at the level of the Director of Staff Relations. The time limits and other requirements established for all other grievances shall apply in such cases with the exception, however, that if an Association representative of the teacher processes the grievance, or an attorney when the grievance is in the arbitral stage, the teacher need not be present at any conference. The provisions of this Article relating to Stage 2 shall apply to any appeal to the Superintendent from a decision of the Director of Staff Relations.

8. In the event a dispute arises in which the Superintendent or the Board alleges the express terms of this Agreement have been violated by a teacher, a group of members, or the Association, the Board, may in its discretion, initiate a grievance with the teacher, group of members, or Association, as the case may be, or pursue any other available remedy. In such cases, when the Board elects to file a grievance with the Association or a teacher or group of members, the provisions of the general procedures relating to Stage 1 shall apply to the presentation and adjustment of the grievance at the level of the teacher, group of members, or the Association, as the case may be. If the grievance is not resolved, the Board or the Association may refer the matter to arbitration, subject to all of the express procedures, time limits, and other provisions relating to arbitration contained in this Article or elsewhere in this Agreement.

9. It is the intention of the parties to provide for representation of any teacher individually or by Association representative, except when otherwise provided by law. Consequently, an officer, agent, or member of a competing teacher organization may represent no party in interest at any stage of the Grievance and Arbitration Procedure. When the Association does not represent a teacher, the Association shall have the right to be present and to state its view at all stages of grievance processing.

ARTICLE 27

MISCELLANEOUS

A. Complete Agreement

This Agreement shall constitute a statement of the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified, only through the voluntary mutual consent of the parties as signified by a written and signed

amendment to this Agreement. Anything not explicitly stated in this Agreement is deemed and understood not to be part of the Agreement which shall be understood to be a complete statement of all commitments the parties have made to each other. At any time during the duration of this Agreement, additional matters not covered by this Agreement, as well as any matter covered by this Agreement, may be discussed if both parties agree in writing to such a discussion. Any agreements arising out of such discussions shall be committed to writing and appended to this Agreement as amendments hereto after written notice of ratification by both parties has been submitted, one to the other. Any right or privilege not specifically delegated or granted to the Association is understood by both parties to remain the prerogative of the District. This provision shall in no way be construed as a limitation on the right of either party to reopen negotiations, as provided in Article 28 (Duration).

B. Contract Primacy

The Board agrees to take such action as is necessary to amend or repeal any rules, regulations, or practices in the District or individual schools which shall be contrary to, or inconsistent with, the terms of this Agreement. The Board further agrees to take such action as is necessary to make the provisions of this Agreement official policy of the District.

C. Individual Agreements

Any individual arrangement, agreement, or contract, hereafter executed between the Board and any member of the Unit shall be expressly made subject to, and consistent with, the terms of this Agreement. If an individual arrangement, agreement, or contract contains any language inconsistent with this Agreement, this Agreement shall be controlling, except as otherwise provided in Article 22J (New Programs).

D. Printing of Agreement

Copies of this Agreement shall be printed at the shared expense of the District and the Association, and a copy given to each teacher. New members shall be given a copy within two (2) weeks of their employment.

E. Savings Provision

In the event any provision of this Agreement shall be determined by a court of competent jurisdiction to be null, void, or unenforceable, such decision shall not affect any of the other provisions of this Agreement which shall continue in full force and effect.

In the event that, during the term of this Agreement, the implementation of any negotiated economic or fringe benefit is prohibited by the imposition of State or Federal controls, either party shall have the right to reopen negotiations for the sole purpose of resolving how the funds allocated for such economic or fringe benefit are to be utilized in a manner which shall be consistent with the intention of the parties and existing law.

F. Association Membership

No employee shall suffer any professional disadvantages by reasons of his/her membership in the Association or participation in its lawful activities.

G. Copies of District Records

The Association will be provided with fifteen (15) copies of minutes of official Board meetings as soon as possible after such meetings. The present system of mailing Board meeting minutes to individual schools will be maintained.

The Association will be provided with five (5) copies of the Policies and Regulations of the Board of Education of the Syracuse City School District and with a like number of any changes or amendments.

H. Continuation of Representation Rights

In the event that during the term of this Agreement a change is made in the composition of the Syracuse City School District by means of merger, consolidation, or subdivision, and the Association can establish and document to the satisfaction of the District it represents a majority of employees in the appropriate bargaining unit in the enlarged District or in any of the subdivisions which are created (if such be the case), then this Agreement shall continue in full force and effect for the enlarged District or any subdivision where a majority can be established, as the case may be. Should such a merger, consolidation or subdivision occur, the District recognizes the desirability of maintaining its current work force and its intention shall be to retain current staff subject, however, to the requirements of the transaction and the best interests of the District.

I. Energy Crisis

Should any future energy crisis result in the District taking action which affects the terms and conditions of employment of members of the bargaining unit, the District agrees that, insofar as it is possible to do so, it shall first notify the Association of the action to be taken and meet with them to negotiate the effect such action will have upon members of the bargaining unit.

ARTICLE 28
DURATION

A. Length of Agreement

The provisions of this Agreement shall be effective as of July 1, 2008, remain in full force and effect up to and including June 30, 2012, and shall be renewed automatically from year to year thereafter unless written notice of desire to terminate or modify is given by either party to the other on or before the expiration date. This Agreement shall not be reopened unless there is mutual agreement by the parties, as expressed in writing, to do so.

B. Continuation


Should the parties be unable to agree upon the terms and conditions of a new Agreement on or before the expiration date of this Agreement as set forth in section A above, the non-economic provisions of this Agreement shall continue in effect until a new Agreement is negotiated. Status quo shall be maintained with regard to all economic provisions of this Agreement and no employee shall suffer a reduction in salary and/or fringe benefits until a new Agreement has been negotiated, unless otherwise mutually agreed by the parties.

C. Legislative Action

It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

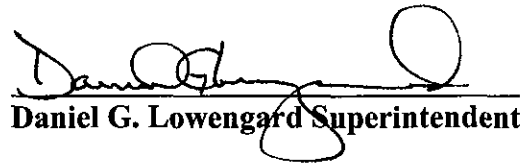
IN WITNESS WHEREOF, the parties have hereunto set their hands and seal this 30th day of March, 2009.

Syracuse Teachers Association, Inc.



Anne Marie Voutsinas, President

Syracuse City School District



Daniel G. Lowengard Superintendent

Syracuse City School District


Laurie Menkin, Board President

APPENDIX A

SALARY

Current Employees – Adult Educators

Retired employees who return to teach in Adult Education Programs will be credited only with the seniority spent in that program.

Full time/Part time Adult Educators

The full time equivalent for adult education positions is based on a 35-hour work-week. Part-time salaries will be prorated by the number of hours worked/week divided by 35 hours. (Example: a person working 10 hours/week equals $10/35$ FTE = .29 FTE).

Adult educators will be offered district benefits if they are scheduled work at least 25 hours per week.

When adult education members work beyond their regularly scheduled day, they will be compensated at the extension of service rate. However, if they consistently work above hours assigned, the SCSD will review and adjust salary.

When adult education members are required to work during the summer (either 11 month or 11.5 months), they will be compensated by salary prorated for the extra month or month and one-half. If adult education members are not required to work, and voluntarily work in a reduced hour program such as the summer GED program, they will be paid the summer rate.

APPENDIX B

EXTRACURRICULAR ACTIVITIES

The extracurricular activities listed below shall be held at the end of the normal school day, and shall be performed above and beyond the normally assigned teaching load, in order to qualify for the extra pay listed below. Appointments to extracurricular positions are subject to annual review and must be approved by the Personnel Office Staff and confirmed by the Board prior to assignment to such duty. The salaries specified for each position are stated as the full dollar amounts payable for the function being performed. In instances wherein more than one individual is assigned to an extracurricular position, that amount in the schedule shall be divided accordingly.

APPENDIX B
EXTRACURRICULAR ACTIVITIES

Music	7/1/09	5 yr rate 7/1/09	7/1/10	5 yr rate 7/1/10	7/1/11	5 yr rate 7/1/11
Host of All-City Music Festival	\$728	\$740	\$759	\$772	\$793	\$806
Manager of one All-City Performing Group	\$635	\$648	\$662	\$675	\$692	\$706
Accompanist for one All-City Performing Group	\$272	\$277	\$284	\$289	\$296	\$302
Chorus/Voice Ensemble	\$573	\$584	\$598	\$609	\$625	\$636
One Individual serving as both host and manager will be paid host fee plus	\$226	\$233	\$235	\$243	\$246	\$254
Summer Band Director	\$1,817	\$1,851	\$1,894	\$1,930	\$1,979	\$2,017
Marching Band Director Fall term (football, limited community functions)	\$1,817	\$1,851	\$1,894	\$1,930	\$1,979	\$2,017
Marching Band Director Fall term (middle, elementary community functions only)	\$772	\$826	\$805	\$861	\$841	\$900
Marching Band Director Spring term (community functions only)	\$772	\$824	\$805	\$859	\$841	\$898
PEP Band Director – perform at all home basketball games	\$772	\$824	\$805	\$859	\$841	\$898
Stage Band Director	\$1,817	\$1,851	\$1,894	\$1,930	\$1,979	\$2,017
Drama:						
Director per major production	\$2,253	\$2,300	\$2,349	\$2,397	\$2,455	\$2,505
Music Director	\$1,260	\$1,283	\$1,314	\$1,338	\$1,373	\$1,398
Stage Set Designer	\$674	\$687	\$703	\$716	\$734	\$748
Other:						
Senior High Yearbook Advisor	\$2,253	\$2,296	\$2,349	\$2,394	\$2,455	\$2,502
Middle School Yearbook Advisor	\$674	\$687	\$703	\$716	\$734	\$748
School Newspaper Advisor (minimum 5 issues)	\$555	\$571	\$579	\$595	\$605	\$622
Literary Magazine Advisor	\$674	\$687	\$703	\$716	\$734	\$748
Majorettes	\$573	\$584	\$598	\$609	\$625	\$636
Dance Ensemble	\$573	\$584	\$598	\$609	\$625	\$636
Science/Math/Academic Competitive Teams	\$437	\$445	\$455	\$464	\$476	\$485
Student Government	\$437	\$445	\$455	\$464	\$476	\$485
School Treasurer enrollment based on prior year BEDS						
Enrollment 0-339	\$840	\$840	\$876	\$876	\$915	\$915
Enrollment 400-599	\$1,050	\$1,050	\$1,095	\$1,095	\$1,144	\$1,144
Enrollment 600-1,000	\$1,575	\$1,575	\$1,642	\$1,642	\$1,716	\$1,716
Enrollment 1,001 – 1,200	\$2,100	\$2,100	\$2,189	\$2,189	\$2,288	\$2,288
Enrollment 1,201 +	\$2,625	\$2,625	\$2,737	\$2,737	\$2,860	\$2,860
National Honor Society	\$546	\$557	\$569	\$580	\$595	\$606
Class Advisor (High School)	\$546	\$557	\$569	\$580	\$595	\$606

*Five Year Rate for those individuals who can document 5 years participation in the specific extra-curricular activity.

APPENDIX C
SUMMER SCHOOL AND HOURLY RATES

Summer School:	Payment:	7/1/08	7/1/09	7/1/10	7/1/11
Elementary	Flat	Per UTC	Per UTC	Per UTC	Per UTC
Secondary Teachers and LMS	Flat	Per UTC	Per UTC	Per UTC	Per UTC
Driver Education Teacher	Hourly	\$33.00	\$34.65	\$36.12	\$37.75
Book Coordinator	Flat	\$451.00	\$451.00	\$451.00	\$451.00
Registration	Flat	\$66.00	\$66.00	\$66.00	\$66.00
Testing Elementary	Flat	\$40.00	\$40.00	\$40.00	\$40.00
Special Education Teacher	Hourly	\$33.00	\$34.65	\$36.12	\$37.75
Hourly Rates:					
School year	Hourly	\$24.50	\$25.50	\$27.00	\$28.00
Summer	Hourly	\$33.00	\$34.65	\$36.12	\$37.75
Adult Evening School Teachers	Hourly	\$24.50	\$25.50	\$27.00	\$28.00
Homebound Teachers	Hourly	\$24.50	\$25.50	\$27.00	\$28.00
Apprentice Training Teachers	Hourly	\$24.50	\$25.50	\$27.00	\$28.00
Water Safety Instructors	Hourly	\$24.50	\$25.50	\$27.00	\$28.00
Curriculum Writers	Hourly	\$28.00	\$29.40	\$30.65	\$32.03
Textbook Recommendation Committee	Hourly	\$28.00	\$29.40	\$30.65	\$32.03
In-service Instructors (based on presentation hours)	Hourly	\$30.00	\$40.00	\$40.00	\$40.00
Refugee Assistance Program Teacher	Hourly	\$24.14	\$25.50	\$27.00	\$28.00
Adult Basic Learning Center Daytime Program Teachers	Hourly	\$24.14	\$25.50	\$27.00	\$28.00
Professional Development	Hourly	\$24.50	\$25.50	\$27.00	\$28.00
Committees:					
Curriculum Program & Staff Development Team (CPSDT)	Hourly	\$24.50	\$25.50	\$27.00	\$28.00
Professional Development Planning Team (PDPT)	Hourly	\$24.50	\$25.50	\$27.00	\$28.00
Needs Assessment Team (NAT)	Hourly	\$24.50	\$25.50	\$27.00	\$28.00
School Leadership Team (SLT)	Hourly	\$24.50	\$25.50	\$27.00	\$28.00

APPENDIX D

COACHING

1. Appointments to coaching positions are subject to annual review and funding authorization by the Board of Education and must be approved each year by the Personnel Office Staff and confirmed by the Board prior to assignment to such extra duty.

2. An amount of money as noted below shall be allocated for reimbursement to high school interscholastic coaches for attendance at coaching clinics and for mileage when on scouting trips, and shall be disbursed in accordance with the procedure established by the Administrator for Health, Physical Education and Athletics. When such activities would require a coach to be excused from regular duty, the normal request to the Superintendent must be made in accordance with standard procedure in the District.

3. Salaries for the head junior varsity and assistant varsity positions in each sport will be seventy percent (70%) of the salary of the head varsity position at each step. Head freshmen and assistant junior varsity positions in any sport will be paid at sixty-five percent (65%) of the head varsity position at each step. Assistant freshman positions will be paid at fifty percent (50%) of the head varsity position at each step. Head modified and assistant junior varsity coaching positions in any sport will be paid at sixty-five percent (65%) of the salary of the head varsity position at each step. Assistant modified and half-season modified coaching positions will be paid at fifty percent (50%) of the head varsity position at each step.

4. A. Workshops, clinics, and mileage:
(total expenditures per school year)

Coaches	\$7,930.00
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- B. Post-Season Play:
(per head varsity coach per sport)

Regional Play	\$368.00
State Play	\$554.00

Assistant varsity coaches will be paid for post-season play at a rate of seventy percent (70%) of the head varsity coach post-season stipend. A coach who receives a stipend for NY State play does not also receive the stipend for regional play.

5. Advancement from assistant coach to head coach in the same sport, and at the same level, will result in one (1) year head coaching credit for every two (2) years as an assistant coach. Any request for such credit must be submitted in advance in writing to

the Administrator for Health, Physical Education and Athletics. Such requests shall not be unreasonably denied.

6. Movement from head coach to assistant coach in the same sport will result in one (1) year assistant coach credit for each year as a head coach. Any request for such credit must be submitted in advance in writing to the Administrator for Health, Physical Education and Athletics. Such requests shall not be unreasonably denied.

7. Movement from head coach or assistant coach in one sport to head or assistant coach in a different sport will result in one (1) year of coaching credit for every three (3) years of coaching experience earned at the same level or higher. Any request for such credit must be submitted in advance in writing to the Administrator for Health, Physical Education and Athletics.

Furthermore, once initial appointment to the position has been established, credit will not accrue from other sports.

8. Coaches hired from outside the District will be evaluated by the Administrator for Health, Physical Education and Athletics and be placed at an appropriate step consistent with the criteria of 5, 6 and 7 above.

9. The District will provide in-service necessary for coaches to retain certification as a result of additional State requirements.

10. Multiple sport coaches (those who coach two (2) or more different sports during a school year, not including intramurals) will receive additional salary, above the normal coaching index for each sport, as follows:

Two (2) sports	\$ 90.00
Three (3) or more sports	\$180.00

During the second year after he/she has returned, step advancement will be at two (2) additional steps above that of the returning year.

APPENDIX D
HIGH SCHOOL COACHING SALARY SCHEDULE

HEAD COACH - 2008-2009

Sport	Index	Step 1	2	3	4	5	6	7	8	9	10	11	12
Ice Hockey	137	3377	3642	3931	4242	4578	4939	5332	5754	6205	6699	7230	7665
Football	130	3203	3456	3729	4025	4344	4687	5060	5462	5887	6356	6861	7272
Wrestling	130	3203	3456	3729	4025	4344	4687	5060	5462	5887	6356	6861	7272
Basketball	126.5	3118	3364	3631	3918	4228	4561	4924	5314	5727	6184	6676	7076
Indoor Track	116	2858	3085	3329	3591	3876	4182	4514	4873	5253	5670	6121	6488
Volleyball	113.5	2798	3018	3256	3515	3793	4091	4418	4768	5140	5548	5989	6349
Gymnastics	113	2786	3005	3242	3499	3777	4074	4398	4747	5118	5523	5963	6321
Lacrosse	112.5	2773	2991	3228	3483	3760	4056	4377	4726	5095	5500	5937	6293
Swimming	112.5	2773	2991	3228	3483	3760	4056	4377	4726	5095	5500	5937	6293
Soccer	106	2611	2818	3042	3282	3543	3821	4126	4453	4800	5182	5593	5929
Skiing XC	104	2563	2765	2985	3221	3475	3749	4047	4369	4710	5084	5487	5817
Track	103	2538	2738	2957	3189	3442	3714	4009	4327	4663	5036	5435	5762
Crew	103	2538	2738	2957	3189	3442	3714	4009	4327	4663	5036	5435	5762
Baseball	101	2490	2685	2900	3126	3376	3641	3930	4242	4574	4937	5330	5649
Softball	101	2490	2685	2900	3126	3376	3641	3930	4242	4574	4937	5330	5649
Tennis	97	2391	2579	2783	3004	3241	3498	3775	4074	4393	4742	5120	5427
X-Country	94	2317	2499	2697	2910	3142	3388	3659	3949	4257	4595	4960	5258
Winter Cheerld	90.5	2231	2407	2597	2801	3023	3262	3522	3802	4098	4424	4775	5064
Fall Cheerld	76.5	1886	2034	2195	2369	2555	2758	2976	3213	3464	3740	4037	4280
Golf	76	1873	2020	2180	2352	2539	2739	2958	3193	3441	3716	4010	4252
Bowling	52.5	1294	1395	1505	1624	1753	1893	2042	2205	2376	2565	2770	2936

Middle School Intramurals 472
Middle School Coordinator 2007

Head Junior Varsity/Assistant Varsity – 70% of Head Coach
Head Freshman/Assistant Junior Varsity/Head Modified Coach – 65% of Head Coach
Assistant Freshman/Assistant Modified/ ½ Season Modified – 50% of Head Coach

APPENDIX D
HIGH SCHOOL COACHING SALARY SCHEDULE

HEAD COACH – 2009-2010

Sport	Index	Step 1	2	3	4	5	6	7	8	9	10	11	12
Ice Hockey	137	3546	3824	4128	4454	4807	5186	5599	6042	6515	7034	7592	8048
Football	130	3363	3629	3915	4226	4561	4922	5313	5735	6181	6674	7204	7635
Wrestling	130	3363	3629	3915	4226	4561	4922	5313	5735	6181	6674	7204	7635
Basketball	126.5	3274	3532	3812	4114	4439	4789	5170	5580	6013	6493	7010	7430
Indoor Track	116	3001	3239	3495	3771	4070	4391	4739	5117	5516	5954	6427	6812
Volleyball	113.5	2937	3169	3419	3691	3983	4296	4639	5006	5397	5825	6288	6666
Gymnastics	113	2925	3155	3404	3673	3966	4277	4618	4984	5374	5799	6261	6636
Lacrosse	112.5	2911	3141	3389	3657	3948	4259	4596	4962	5350	5775	6234	6608
Swimming	112.5	2911	3141	3389	3657	3948	4259	4596	4962	5350	5775	6234	6608
Soccer	106	2742	2959	3194	3446	3720	4012	4332	4676	5040	5441	5873	6225
Skiing XC	104	2691	2903	3134	3382	3648	3936	4249	4587	4946	5338	5761	6108
Track	103	2664	2875	3105	3348	3614	3900	4209	4543	4896	5287	5707	6050
Crew	103	2664	2875	3105	3348	3614	3900	4209	4543	4896	5287	5707	6050
Baseball	101	2614	2819	3045	3282	3545	3823	4127	4454	4803	5184	5597	5931
Softball	101	2614	2819	3045	3282	3545	3823	4127	4454	4803	5184	5597	5931
Tennis	97	2511	2708	2922	3154	3403	3672	3964	4278	4613	4979	5376	5698
X-Country	94	2433	2624	2832	3055	3299	3557	3842	4146	4470	4824	5208	5521
Winter Cheerld	90.5	2342	2527	2727	2941	3174	3425	3698	3992	4303	4645	5013	5317
Fall Cheerld	76.5	1980	2136	2305	2487	2683	2896	3125	3374	3637	3927	4239	4494
Golf	76	1967	2121	2289	2470	2666	2876	3106	3352	3613	3902	4211	4465
Bowling	52.5	1358	1464	1580	1705	1841	1988	2144	2315	2495	2693	2908	3083

Middle School Intramurals 496
Middle School Coordinator 2107

Head Junior Varsity/Assistant Varsity – 70% of Head Coach
Head Freshman/Assistant Junior Varsity/Head Modified Coach – 65% of Head Coach
Assistant Freshman/Assistant Modified/ ½ Season Modified – 50% of Head Coach

APPENDIX D
HIGH SCHOOL COACHING SALARY SCHEDULE

HEAD COACH – 2010-2011

Sport	Index	Step 1	2	3	4	5	6	7	8	9	10	11	12
Ice Hockey	137	3696	3987	4303	4644	5011	5406	5837	6299	6792	7332	7914	8390
Football	130	3506	3783	4082	4406	4755	5131	5538	5979	6445	6958	7510	7960
Wrestling	130	3506	3783	4082	4406	4755	5131	5538	5979	6445	6958	7510	7960
Basketball	126.5	3413	3683	3974	4288	4628	4993	5390	5817	6269	6769	7307	7746
Indoor Track	116	3128	3377	3644	3931	4243	4578	4941	5335	5750	6207	6701	7101
Volleyball	113.5	3062	3304	3564	3848	4152	4479	4836	5220	5626	6073	6556	6950
Gymnastics	113	3050	3289	3548	3830	4135	4459	4814	5196	5602	6046	6528	6919
Lacrosse	112.5	3035	3274	3534	3813	4115	4440	4792	5173	5577	6020	6499	6889
Swimming	112.5	3035	3274	3534	3813	4115	4440	4792	5173	5577	6020	6499	6889
Soccer	106	2859	3085	3330	3593	3879	4183	4516	4875	5254	5673	6122	6490
Skiing XC	104	2805	3026	3267	3526	3803	4104	4430	4782	5156	5565	6006	6367
Track	103	2778	2997	3236	3490	3768	4065	4388	4737	5105	5512	5949	6307
Crew	103	2778	2997	3236	3490	3768	4065	4388	4737	5105	5512	5949	6307
Baseball	101	2725	2939	3174	3422	3695	3986	4302	4644	5007	5404	5834	6183
Softball	101	2725	2939	3174	3422	3695	3986	4302	4644	5007	5404	5834	6183
Tennis	97	2617	2823	3046	3288	3547	3828	4132	4459	4809	5191	5604	5940
X-Country	94	2536	2736	2952	3185	3439	3709	4005	4323	4660	5029	5429	5756
Winter Cheerld	90.5	2442	2634	2843	3066	3309	3571	3856	4162	4485	4843	5226	5543
Fall Cheerld	76.5	2064	2227	2403	2593	2797	3019	3258	3517	3792	4094	4419	4685
Golf	76	2050	2211	2386	2575	2779	2999	3238	3495	3767	4068	4390	4654
Bowling	52.5	1416	1526	1647	1778	1919	2072	2235	2413	2601	2807	3032	3214

Middle School Intramurals
Middle School Coordinator

Head Junior Varsity/Assistant Varsity – 70% of Head Coach
Head Freshman/Assistant Junior Varsity/Head Modified Coach – 65% of Head Coach
Assistant Freshman/Assistant Modified/ ½ Season Modified – 50% of Head Coach

APPENDIX D
HIGH SCHOOL COACHING SALARY SCHEDULE

HEAD COACH – 2011-2012

Sport	Index	Step 1	2	3	4	5	6	7	8	9	10	11	12
Ice Hockey	137	3862	4166	4497	4853	5237	5650	6099	6582	7097	7662	8270	8768
Football	130	3664	3953	4266	4604	4969	5362	5787	6248	6735	7271	7848	8318
Wrestling	130	3664	3953	4266	4604	4969	5362	5787	6248	6735	7271	7848	8318
Basketball	126.5	3567	3849	4153	4481	4836	5218	5633	6079	6551	7074	7636	8094
Indoor Track	116	3269	3528	3808	4108	4434	4784	5163	5575	6009	6486	7002	7421
Volleyball	113.5	3200	3453	3725	4021	4339	4680	5054	5454	5879	6347	6851	7263
Gymnastics	113	3187	3437	3708	4002	4321	4660	5031	5430	5854	6318	6822	7230
Lacrosse	112.5	3172	3421	3693	3985	4301	4640	5008	5406	5828	6291	6791	7199
Swimming	112.5	3172	3421	3693	3985	4301	4640	5008	5406	5828	6291	6791	7199
Soccer	106	2988	3224	3480	3754	4053	4371	4719	5094	5490	5928	6397	6782
Skiing XC	104	2931	3162	3414	3684	3975	4289	4629	4998	5388	5815	6276	6654
Track	103	2903	3132	3382	3647	3938	4248	4586	4950	5335	5760	6217	6591
Crew	103	2903	3132	3382	3647	3938	4248	4586	4950	5335	5760	6217	6591
Baseball	101	2848	3071	3317	3576	3862	4165	4496	4853	5232	5647	6097	6461
Softball	101	2848	3071	3317	3576	3862	4165	4496	4853	5232	5647	6097	6461
Tennis	97	2735	2950	3183	3436	3707	4001	4318	4660	5025	5425	5856	6207
X-Country	94	2650	2859	3085	3328	3594	3876	4185	4517	4870	5256	5673	6015
Winter Cheerld	90.5	2552	2753	2971	3204	3458	3732	4029	4349	4687	5061	5461	5792
Fall Cheerld	76.5	2157	2327	2511	2710	2923	3155	3405	3675	3963	4278	4618	4896
Golf	76	2142	2310	2493	2691	2904	3134	3383	3652	3937	4251	4588	4863
Bowling	52.5	1480	1595	1721	1858	2006	2165	2335	2522	2718	2934	3168	3359

Middle School Intramurals
Middle School Coordinator

Head Junior Varsity/Assistant Varsity – 70% of Head Coach
Head Freshman/Assistant Junior Varsity/Head Modified Coach – 65% of Head Coach
Assistant Freshman/Assistant Modified/ ½ Season Modified – 50% of Head Coach

APPENDIX E

URBAN TEACHER CALENDAR

Recognizing the needs of all stakeholders in the Syracuse City School District, the Association and the District agree that an extended summer program may be beneficial. Providing increased learning opportunities for both students and teachers is central to this idea. The Urban Teacher Calendar (UTC) provides for an additional 20 workdays (100 hours) beyond the negotiated 184-day School Calendar for Unit 1 members. Components of the Urban Teacher Calendar are as follows:

A. Design and Implementation of the UTC Program:

1. The Curriculum Committee for Professional Development (CCPD) will determine the professional time, instructional program and staffing parameters.
2. Based on those parameters, the SLT at each eligible school will design a program that best meets the needs of students and staff. The program will incorporate a student time/professional time ratio of between 60/40 (sixty percent/forty percent) and 75/25 (seventy percent/twenty-five percent). The program plan will be submitted to the CCPD for approval prior to March 1 of each year.

B. Member Eligibility and Length of Commitment:

1. Non-instructional and non-core subject area members will be eligible as determined by the School Leadership Team (SLT).
2. The UTC is volitional for current eligible Unit 1 members and will be a five-year commitment for those who opt-in
3. Will be mandatory for Unit 1 members hired after the ratification of this contract to begin as soon as practicable based on their hire date
4. Current summer school teachers will be guaranteed equivalent positions under the UTC program. The parties agree to negotiate compensation for Unit 1 members performing as summer school administrators or coordinators.
5. A current summer school seniority list will be developed prior to implementation in order to place members back into those positions should it be necessary.
6. Members will be able to opt out of the program only if they can demonstrate life-altering events requiring them to do so.

C. Building Eligibility

Buildings with small staffs may be required to combine their programs with another school. Staff wishing to participate in the UTC, but working in schools not offering a summer program, will be assigned to another site. Teachers may be assigned to work with students outside of their certification area if no assignment in their certification area is available at the building level.

D. UTC Timeline and Performance Benchmarks

The UTC will begin after July 1, 2009. The SCSD and STA will meet prior to December 1, 2013 to determine the UTC's continuation beyond June 30, 2014 based on the following criteria:

1. If 90% or more SCSD schools are off the federal and state accountability lists (SURR, SINI, etc.), the program will automatically be renewed.
2. If less than 70% of SCSD schools are off the federal and state accountability lists, the program will automatically be cancelled.
3. If 71-89% of SCSD schools are off the federal and state accountability lists, the SCSD and the STA will meet to negotiate the future of the program.

E. Compensation and Additional Funding:

1. The following hourly rates will apply to Unit 1 members working in the UTC:

7/1/09	\$40.00
7/1/10	\$41.00
7/1/11	\$43.00
7/1/12	\$44.00
7/1/13	\$46.00

2. If the UTC program is automatically renewed per D1 of this article, Unit 1 members will be paid their hourly per diem rate as determined by their contract salaries. Per diem hourly rate is contract salary divided by 200 days divided by 6.5 hours. The minimum hourly rate for Unit 1 members working in summer programs will be \$50.00 per hour until their per diem hourly rate rises above that amount.

HEALTH INSURANCE RATES**Rates change September 1st****2007-2008 Employee Contribution**

Individual PER \$4,740 Family PER \$12,132

Annual				Per Check*		
Salary	Level	%	Ind.	Family	Ind.	Family
<\$36,366	1	8	379.20	970.56	15.80	40.44
>\$36,367	2	10	474.00	1,213.20	19.75	50.55
>\$60,000	3	12	568.80	1,455.84	23.70	60.66
New >\$80,000	4	14	663.60	1,698.48	27.65	70.77
New >\$100,000	5	16	758.40	1,941.12	31.60	80.88

2008-2009 Employee Contribution

Individual PER \$4,668 Family PER \$11,952

Annual				Per Check*		
Salary	Level	%	Ind.	Family	Ind.	Family
<\$36,366	1	9	420.12	1,075.68	17.51	44.82
>\$36,367	2	12	560.16	1,434.24	23.34	59.76
>\$60,000	3	14	653.52	1,673.28	27.23	69.72
>\$80,000	4	16	746.88	1,912.32	31.12	79.68
>\$100,000	5	18	840.24	2,151.36	35.01	89.64

2009-2010 Employee Contribution

Individual PER \$5,100 Family PER \$13,056

Annual				Per Check*		
Salary	Level	%	Ind.	Family	Ind.	Family
<\$42,052	1	9	459.00	1,175.04	19.12	48.96
>\$42,053	2	14	714.00	1,827.84	29.75	76.16
>\$60,000	3	16	816.00	2,088.96	34.00	87.04
>\$80,000	4	18	918.00	2,350.08	38.25	97.92
>\$100,000	5	20	1,020.00	2,611.20	42.50	108.80

2010-2011 Employee Contribution

** Individual PER \$5,971 Family PER \$15,283

Annual				Per Check*		
Salary	Level	%	Ind.	Family	Ind.	Family
<\$42,052	1	10	597.10	1,528.30	24.88	63.68
>\$42,053	2	15	895.65	2,292.45	37.32	95.52
>\$60,000	3	18	1,074.78	2,750.94	44.78	114.62
>\$80,000	4	20	1,194.20	3,056.60	49.76	127.36
>\$100,000	5	20	1,194.20	3,056.60	49.76	127.36

2011-2012 Employee Contribution

** Individual PER \$6,449 Family PER \$16,506

Annual				Per Check*		
Salary	Level	%	Ind.	Family	Ind.	Family
<\$42,052	1	10	644.90	1,650.60	26.87	68.78
>\$42,053	2	15	967.35	2,475.90	40.31	103.16
>\$60,000	3	18	1,160.82	2,971.08	48.37	123.80
>\$80,000	4	20	1,289.80	3,301.20	53.74	137.55
>\$100,000	5	25	1,612.25	4,126.50	67.18	171.94

* Based on 24 checks per year

** Estimate (Premium Equivalent Rate)